

**LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

April 20, 2023 – 6:00 P.M.

www.lowermac.com info@lowermac.com

Next Resolution #2023-28
Next Ordinance #2023-04

1. CALL MEETING TO ORDER

2. PLEDGE TO THE FLAG

3. ROLL CALL

Board of Commissioners

President Brian P. Higgins

Vice President Richard V. Ward

Commissioner Ron R. Beitler

Commissioner Maury G. Robert

Commissioner Brian L. Shoemaker

Staff

Township Manager

Township Solicitor

Asst. Township Manager/Secretary

Director of Planning

Township Engineer

Bruce Beitel

David Brooman

Renea Flexer

Nathan Jones

Bryan McAdam

4. AGENDA MODIFICATIONS (At Discretion of Board President)

5. ANNOUNCEMENTS & PRESENTATIONS

5.1. Proclamation Proclaiming National Library Week

5.2. Proclamation at the Unveiling of the Joseph G. Mastroianni Baseball Field April 29th
at 10:30 a.m.

6. HEARINGS & APPROVALS

6.1. Ordinance 2023-03 – Amending the HE-Highway Enterprise Zoning District Pursuant
to the Request from Landston Equities, LLC

ADDED

Consideration to add to the agenda to discuss and direct the Solicitor to review parity of zoning districts in regards to mixed use density

Motion by Commissioner Robert, seconded by Commissioner Shoemaker, to add to the agenda to discuss and direct the Solicitor to review parity of zoning districts in regards to mixed use density. There were 5 ayes. Motion carried.

Discuss and direct the Solicitor to review parity of zoning districts in regards to mixed use density

Motion by Commissioner Robert, seconded by Commissioner Shoemaker, to direct the Solicitor to review other mixed use development in other zoning districts to create consistency for density among them all. There were 5 ayes. Motion carried.

6.2. Resolution 2023-24 – Approving an Agreement with Emmaus Aquatic Club for Pool Services

6.3. Resolution 2023-25 – Approving the DCNR Grant Application for the Wild Cherry Lane Park Playground Restoration Project

7. PUBLIC COMMENT ON NON-AGENDA TOPICS (Residents shall limit their comments to no more than three minutes)

8. COMMUNICATION

- 8.1. Ozias Moore, Park & Recreation Committee – Letter of Resignation
- 8.2. Brian Miller, Upper Milford Township – Review Comments on Ordinance Amending the HE-Highway Enterprise Zoning District
- 8.3. Debra Ninesling, 1189 Terrace Circle – Requesting to Not Change Zoning for the HE-Highway Enterprise Zoning District

9. APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES, AND COMMISSIONS

10. APPROVAL OF MINUTES OF PREVIOUS MEETING(S)

- 10.1. April 6, 2023

11. APPROVAL OF TRANSFERS, BILL LIST AND PAYROLL

11.1. Bill List of April 20, 2023

01	General Fund	\$99,466.14	33	Open Space Fund	
08	Sewer Fund	\$6,468.89	35	Liquid Fuels	
19	Debt Service Fund		37	Developers Impact	
30	Capital Projects Fund	\$20,158.44	01	Payroll	\$154,930.26
32	Federal Grants Fund		36	Developers Escrow	\$6,868.44
				Total Funds	\$287,892.17

12. DEPARTMENTAL MATTERS AND REPORTS

12.1. **Engineering**

- 12.1.1. Engineer’s Report

12.2. **Planning**

- 12.2.1. Planner’s Report

12.3. **Solicitor**

- 12.3.1. Resolution 2023-26 – Approving a Deed of Dedication for Required Right-of-Way at the Intersection of Quarry Road and Route 100 and a Temporary Grading Easement from Charles J. Miller Jr. in Connection with the Sauerkraut Lane Extension

- 12.3.2. Resolution 2023-27 – Authorizing the Asst. Township Manager/Secretary to Attest the Township Manager’s Signature for the DCED Multi Modal Grant for the Trail Connection at Hillside School

- 12.3.3. Solicitor’s Report

12.4. **Township Manager**

- 12.4.1. Manager’s Report

13. OTHER BUSINESS

13.1. **Old Business**

- 13.1.1. Chapter 18 Sewers Amendment for Updates (To Be Drafted)
- 13.1.2. Chapter 27 Zoning Amendment, Lookback (To Be Drafted)
- 13.1.3. Update Lower Macungie Emergency Operation Plan (Being Drafted)
- 13.1.4. Chapter 15 Ordinance for Bridge Weights, Parking & Stop Signs (To be drafted)
- 13.1.5. Liberty Lane Rezoning Request (To Be Drafted)
- 13.1.6. Community Center Expansion Public Improvements Completion (Bids Due April 17th)
- 13.1.7. Bridge Rehabilitation Project (Bids Due April 17th)
- 13.1.8. MS4 Projects (Bids Due May 12th)
- 13.1.9. Accepting a Deed of Dedication for the Property Located at 1900 Mill Creek Road from the Lehigh County Authority (Awaiting Document from LCA)

13.2. **New Business**

14. BOARD OF COMMISSIONERS REPORTS

14.1. The next Board Workshop is April 24, 2023 at 6 p.m.

14.2. The next Board Regular Meeting is May 4, 2023 at 6 p.m.

15. EXECUTIVE SESSION (IF NECESSARY)

16. ADJOURNMENT

LOWER MACUNGIE TOWNSHIP
Lehigh County, Pennsylvania

ORDINANCE NO. 2023-03
(Duly adopted April 20, 2023)

AN ORDINANCE OF THE TOWNSHIP OF LOWER MACUNGIE, LEHIGH COUNTY, AMENDING CHAPTER 27 “ZONING” OF THE LOWER MACUNGIE TOWNSHIP CODE OF ORDINANCES BY PERMITTING MIXED-USE DEVELOPMENT BY CONDITIONAL USE IN THE “HE” – HIGHWAY ENTERPRISE DISTRICT; AMENDING CHAPTER 27, “ZONING”, PART 24 “CONDITIONAL USES, SPECIAL EXCEPTION USES, AND CERTAIN USES BY RIGHT SUBJECT TO SPECIFIC ADDITIONAL CRITERIA” BY ADDING NEW SUBSECTION §27-2417 “MIXED USE DEVELOPMENT IN THE HE- HIGHWAY ENTERPRISE DISTRICT”; PROVIDING DIMENSIONAL REGULATIONS; PROVIDING FOR A MIXED USE GOLF DRIVING RANGE WITH HOURS OF OPERATION FROM 9:00 A.M. TO 2:00 A.M. ON FRIDAY AND SATURDAY AND FROM 9:00 A.M. TO 12:00 A.M. FROM SUNDAY THROUGH THURSDAY WITH DIMMED LIGHTING OPERATED UNTIL TWO HOURS AFTER CLOSING FOR MAINTENANCE; PROVIDING FOR AQUARIUM, PERFORMANCE THEATRE, AND MIXED-USE SPORTS RETAIL USES; PROVIDING FOR ACCESSORY USES; ALLOWING FOR A MAXIMUM FREESTANDING SIGN HEIGHT OF 50’ FOR A SINGLE FREESTANDING SIGN WITH FRONTAGE ON I-78; AMENDING PERFORMANCE STANDARDS FOR LIGHTING; AND MAKING OTHER CHANGES

WHEREAS, the Pennsylvania First Class Township Code authorizes the Board of Commissioners of Lower Macungie Township, a Township of the First Class, to make and adopt ordinances consistent with the Constitution and laws of the Commonwealth; and

WHEREAS, the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, *et. seq.*, as amended, confers upon the Board of Commissioners of Lower Macungie Township the authority to adopt, amend, change, and/or modify its Zoning Ordinance; and

WHEREAS, the Board of Commissioners previously adopted the Lower Macungie Township Zoning Ordinance of 2019 (the “**Ordinance**”), as amended; and

WHEREAS, a stated objective of the Ordinance is to promote the public health, safety, morals and general welfare of the present and future residents of Lower Macungie Township by giving effect to the policies, proposals and the statement of objectives and policies contained in the Southwest Lehigh County Comprehensive Plan of 2017 (the “**Comprehensive Plan**”); and

WHEREAS, a stated objective of the Comprehensive Plan for mixed-use development is to “harmonize or to promote the continued co-existence of residences, stores and low-impact services in an arrangement most conducive to non-motorized vehicles and pedestrians;” and

WHEREAS, in furtherance of such objective, the Comprehensive Plan recommends combining residential land uses such as apartments and condominiums with commercial land uses such as stores and recreation facilities; and

WHEREAS, to promote the public health, safety, morals and general welfare of the present and future residents of Lower Macungie Township, and in conformity with the stated objectives and Ordinance and the Comprehensive Plan, the Board of Commissioners hereby desires to amend the Zoning Ordinance of Lower Macungie Township.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, and it is hereby enacted and ordained by the Board of Commissioners of the Township of Lower Macungie, Lehigh County, Pennsylvania that the Lower Macungie Township Zoning Ordinance is hereby amended as follows:

ARTICLE I. Chapter 27 “Zoning” Attachment 2 – “Zoning Use Table” and Attachment 3 – “Zoning Use Charts” of the Ordinance shall be amended to include Mixed-Use Development as a use permitted by Conditional Use in the HE- “Highway Enterprise” Zoning District.

ARTICLE II. Chapter 27 “Zoning” Attachment 5 – “Exhibit B: Sign Heights” is hereby amended to read as follows:

Exhibit B: Sign Height Table

Type of Sign Structure	I, HC, HE, HISC and ORLIC Districts
Freestanding sign	14 ⁵

⁵ Pursuant to §27-2417(5)(A) one freestanding sign for a Mixed-Use Development in the HE District with frontage along I-78 is permitted to be placed along I-78 at a maximum height of 50’.

ARTICLE III. Chapter 27 “Zoning”, Part 24 “Conditional Uses, Special Exception Uses, and Certain Uses by Right Subject to Specific Additional Criteria”, is hereby amended by the addition of the following subsection:

“§27-2417- Mixed-Use Development in the HE – Highway Enterprise District.

1. A Mixed-Use Development located in the HE Zoning District shall only be permitted pursuant to the standards set forth in §27-2417(1)(A) and shall meet the following additional standards:
 - (i) Twenty (20) or more acres;
 - (ii) Two (2) or more Mixed-Use Structures, and
 - (iii) the devotion of 100% of the total first floor area of at least two of its Mixed-Use Structures, except for those areas set aside and necessary for the private use of residents of the Mixed-Use Structures, to commercial, dining, or other permitted non-residential uses.

- A. A Mixed-Use Development shall be subject to the standards of §27-2412 – Mixed-Use Development in the C-Commercial District - except that the following dimensional criteria shall apply in the HE-Highway Enterprise District:
 - (1) The maximum density on the residential portion of the lot shall be 12 dwelling units per gross acre of the entire Mixed-Used Development.
 - (2) The maximum height shall be the height permitted for “All other uses unless specified” under Section 27-1406 of the Zoning Ordinance (including the Notes to Section 27-1406), and there shall be a maximum of six (6) stories of habitable space.
 - (3) The maximum number of units in a residential building shall be two hundred (200) units.
 - (4) The maximum length of a residential building shall be four hundred (400) feet and shall include architectural treatment as displayed in the Lower Macungie Township Design Guidelines.
 - (5) No building shall be located closer than 25 feet to any other building.
 - (6) All signs, structures, public areas, streetscapes and landscaping in any Mixed-Used Development in the HE District shall be in conformity with the Lower Macungie Design Guidelines.
 - (7) A free-standing single-tenant nonresidential building shall be permitted a building footprint in excess of 20,000 square feet but no more than 75,000 square feet.
 - (8) Any building constructed pursuant to this section shall maintain integrated pedestrian access to the remainder of the Mixed-Use Development and shall be constructed in conformity with the Lower Macungie Design Guidelines.

The above dimensional criteria shall apply and supersede any contrary restriction in the Zoning Ordinance, including but not limited to §27-2412 subsections 4, 5.A, 5.F, 5.G, 5.J, 5.K, 6.A, 6.C and 6.E.

2. Notwithstanding any other provision of the Zoning Ordinance, and in addition to the uses permitted in a Mixed-Use Development by its definition and the definition of Amusement and Outdoor Recreation, a Mixed-Use Development in the “HE” District may further include the following uses:
 - A. Mixed-Use Golf Driving Range - A sports entertainment venue with hours of operation from 9:00 AM - 2:00 AM on Friday and Saturday and 9:00 AM to 12:00 AM on Sunday through Thursday consisting of a technologically advanced golf driving range, full-service restaurant and bar use(s), amusement devices, outdoor dining, outdoor patio, outdoor lounge area, and event space and/or an entertainment complex and containing an outfield with electronic targets.
 - B. Performance Theater - An auditorium including a stage which is primarily designed for public assembly to allow patrons to experience visual or auditory performances with a maximum seating capacity of 5,000.
 - C. Aquarium - An establishment that maintains a collection of wild animals, typically in a park, garden, or a transparent tank of water for display to the public. This use shall include a touch tank allowing patrons to interact with and touch aquatic animals and shall further allow for a retail store as an accessory use.
 - D. Mixed-Use Sports Retail Establishment – A commercial establishment dedicated primarily to the retail sale of sporting goods and consisting of indoor multi-sport interactive experiences including but not limited to rock-climbing walls, turf fields and tracks, batting cages, golf hitting bays, and putting greens. This use shall further consist of customer services including but not limited to yoga and other fitness classes, athletic training courses, and the sale of freshly prepared and prepackaged juices and other wellness products.
 - E. Any other use permitted in the C-Commercial District which is determined by the Board of Commissioners to be compatible with a Mixed-Use Development shall be permitted in a Mixed-Use Development by Conditional Use approval of the Board of Commissioners.
3. Notwithstanding any other provision of the Zoning Ordinance, a Mixed-Use Golf Driving Range shall include, along with those uses customary and incidental, the following accessory uses permitted by right:
 - A. Barrier netting and poles not to exceed one hundred seventy-five (175) feet in height above the floor elevation of the building.
 - B. High-definition digital screens located outside the outfield netting and facing internally towards the building to be used for the operation of the venue.

4. Lighting Standards:

A. Notwithstanding any other provision of the Zoning Ordinance, lighting standards for a Mixed-Use Development in the “HE” District shall be governed by Chapter 27 “Zoning”, Part 18 “General Performance Standards” Section §27-1805 “Lighting” except as follows:

- (1) Recreational lighting for a Mixed-Use Golf Driving Range is permitted a maximum mounting height of fifty-five (55) feet.
- (2) Full cutoff fixtures shall not be required for lighting for a Mixed-Use Golf Driving Range and instead such lighting must comply with the remaining standards and specifications of §27-1805.6M.
- (3) A Mixed-Use Golf Driving Range may operate outdoor lighting until 2 hours after closing for maintenance as follows:
 - (a) From 12:00 A.M. Sunday through Thursday, a Mixed-Use Golf Driving Range shall cease fully illuminated outdoor lighting at 12:00 A.M. and outdoor lighting shall be operated at dimmed levels until no later than 2:00 A.M for the sole purpose of maintenance.
 - (b) From 2:00 A.M. Friday through Saturday, a Mixed-Use Golf Driving Range shall cease fully illuminated outdoor lighting at 2:00 A.M. and outdoor lighting shall be operated at dimmed levels until no later than 4:00 A.M. for the sole purpose of maintenance.

5. Sign Standards:

In addition to any other signage allowed for such use under the other provisions of this Zoning Ordinance, a Mixed-Use Development in the “HE” District with frontage along I-78 is allowed one freestanding sign with a maximum display area of 360 square feet and a height of 50’ if placed along I-78. No more than 50% of the sign area may be dedicated to digital advertisement.”

ARTICLE IV. REPEALER

All ordinances or parts of ordinances, together with all amendments and supplements thereto, are hereby repealed to the extent that the same conflict with the provisions of this Zoning Ordinance Amendment. This Zoning Ordinance Amendment shall not affect any suit or prosecution pending or to be instituted to enforce any provision of such repealed ordinance or to punish any offense against any such repealed ordinance committed prior to the effective date of this Zoning Ordinance Amendment.

ARTICLE V. SEVERABILITY

If any article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase or word in this Zoning Ordinance Amendment is declared for any reason to be illegal, unconstitutional or invalid by any court of competent jurisdiction, such decision shall not affect or impair the validity of the Zoning Ordinance as a whole, or any other article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase word or remaining portion of the Zoning Ordinance. The Board of Commissioners of the Township of Lower Macungie hereby declare that it would have adopted this Zoning Ordinance Amendment and each article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase and word thereof irrespective of the fact that any one or more of the articles, sections, subsections, provisions, regulations, limitations, restrictions, sentences, clauses, phrases or words may be declared illegal, unconstitutional or invalid.

ARTICLE VI. EFFECTIVE DATE.

This Ordinance shall become effective five (5) days after the date of its enactment.

DULY ENACTED AND ORDAINED this 20th day of April, 2023, by the Board of Commissioners of Lower Macungie Township, Lehigh County, Pennsylvania, in lawful session duly assembled.

BOARD OF COMMISSIONERS OF LOWER MACUNGIE TOWNSHIP

By: _____
 Brian P. Higgins, President

ATTEST:

 Renee Flexer, Secretary

	Motion	2nd	Yes	No	Abstain
R. Beitler					
B. Higgins					
M. Robert					
B. Shoemaker					
R. Ward					

TOWNSHIP OF LOWER MACUNGIE

Lehigh County, Pennsylvania

RESOLUTION NO. 2023-24

(Duly Adopted April 20, 2023)

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF LOWER MACUNGIE
TOWNSHIP, LEHIGH COUNTY APPROVING AN AGREEMENT WITH
EMMAUS AQUATIC CLUB**

WHEREAS, the Board of Commissioners of Lower Macungie Township wishes to reopen the Lower Macungie Township pool (“Pool”); and

WHEREAS, Emmaus Aquatic Club is willing to manage the entire operation of the Pool for the 2022 season, in accordance with the terms of an agreement, attached hereto.

NOW THEREFORE, BE IT RESOLVED, that the Township Manager is authorized to enter into that certain Pool Management Agreement, attached hereto as Exhibit A, with the Emmaus Aquatic Club to reopen and manage the Pool; and

DULY ADOPTED this 20th day of April, 2023, by the Board of Commissioners of Lower Macungie Township, in lawful session duly assembled.

LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS

Brian P. Higgins, President

ATTEST:

Renea Flexer, Secretary

2023 POOL MANAGEMENT AGREEMENT

THIS POOL MANAGEMENT AGREEMENT (“Agreement”) is by and between **Emmaus Aquatic Club**, a Pennsylvania nonprofit corporation, with an address at 2546 Millrace Rd., Emmaus, PA 18049 (hereinafter referred to as “EMAC”): and

Township of Lower Macungie, (“Lower Macungie”), 3400 Brookside Road
Macungie, PA 18062

Days of Operation

Hours of Operation

Memorial Day Weekend (May 27 th -29 th)	12-8 pm
June 3 rd & 4 th , June 10 th - July 31 th	12-8 pm
August 1 st – 27 th , Labor Day Weekend (Sept. 2 nd – 4 th)	12-7 pm

NOW THEREFORE, EMAC and Lower Macungie for themselves and their successors and assigns, intending to be legally bound hereby, mutually covenant, promise, and agree to and with each other as follows:

1. EMAC will operate and manage Lower Macungie’s pool during the above described swimming season.
2. EMAC will be empowered to determine when weather, or other conditions, such as break-down of equipment or other factors outside of EMAC’s control, necessitate the temporary termination of the operation of the pool. If the EMAC supervisor on duty deems it unrealistic to re-open the pool for a minimum of 2 hours following a weather event (i.e. thunderstorm) or other factor that necessitates the shut-down of the pool, then the pool will remain closed for that day. EMAC will immediately notify Lower Macungie of any weather-related closings so that Lower Macungie can put a notice up on its website.
3. Lower Macungie will pay EMAC for services the total sum of: One Hundred Twenty One Thousand, Six Hundred Thirty and 00/100 Dollars (\$121,630.00), as follows:

To be paid on the following schedule:

- May 15 \$24,326.00
- June 15 \$24,326.00
- July 15 \$24,326.00
- Aug 15 \$24,326.00
- Sept 15 \$24,326.00

The above pricing is based on the current minimum wage and local prevailing wages. If the minimum wage increases through either state or federal legislation such that the increase applies during the term of this Agreement, the parties agree that the sum for EMAC’s services will increase in amount equal to the additional

cost to EMAC for the employees operating the pool. EMAC shall provide Lower Macungie with a detailed breakdown by employee of the number of hours and wages estimated at the new legal minimum wage and the payments set forth above adjusted as appropriate.

Note: The above prices do not include the cost of pool chemicals needed to operate the pool on a normal daily basis. EMAC will supply these chemicals, which will be invoiced separately from the above payments. Lower Macungie will pay such invoices on a net 30-day basis.

4. EMAC will furnish personnel for the purpose of operating the Lower Macungie Township pool. EMAC will be responsible for the payment of all employment taxes, Social Security taxes, any benefits and Workman's Compensation Insurance, and maintaining all payroll records. Lower Macungie will have no control over or responsibility for EMAC's employees.
5. EMAC will properly maintain and keep clean the entire pool to include the deck and lawn chair area; to keep the grass free of litter. The lifeguard duties are to include a pool skim twice daily, and as needed; cleaning the tiles every other day with a required log record, brush the pool floor as needed, and to monitor the pool and spa pools for cleanliness throughout the day. Any problems are to be reported to EMAC.
6. EMAC will schedule an appropriate amount of lifeguards to operate and manage the Township pool. Any safety related incident will be reported to Lower Macungie as soon as possible and no later than close of business on the day the incident occurs. EMAC will have a lifeguard on duty at all times the pool is open to the public.
7. EMAC, through a trained supervisor, will inspect the Township pool weekly throughout the period that the Township pool is in operation. A dated and signed report of the inspection will be provided to Lower Macungie upon request.
8. EMAC will provide water testing and daily logbooks to maintain records as specified by the Board of Health.
9. EMAC will contract and pay a private water-testing laboratory to test the pool water weekly where required. Copies of the reports are kept electronically by EMAC and will be available upon request.
10. EMAC will supervise and maintain proper discipline among all users of the Township pool and will take all necessary precautions for the safety of the users pursuant to the rules and regulations established by Lower Macungie.
11. EMAC will obtain comprehensive general liability insurance to cover itself and its employees with limits not less than \$10,000,000.00 for bodily injury and \$10,000,000.00 for property damage. EMAC will also obtain an employee liability policy with limits of not less than \$500,000. Lower Macungie will be added as an additional insured to EMAC's policies. EMAC will furnish proof to Lower

Macungie that insurance coverage has been obtained. EMAC will immediately notify Lower Macungie if EMAC's policies are cancelled or coverage is interrupted for any reason.

12. So long as Lower Macungie complies with its obligations to furnish a permit and the physical structure of the pool in accordance with the terms of this Agreement, EMAC will comply with all local ordinances and regulations and state laws and regulations regarding the operation of swimming pools.
13. EMAC will properly secure the Township Pool property at the end of each day of operation. EMAC shall have no obligation to safeguard the pool outside of the regular operating hours. EMAC shall not be liable or responsible for any Claims (as defined in Paragraph 19) that arise at any time that (a) are not within the hours of operation or (b) EMAC does not have lifeguards working as stated in this Agreement.
14. EMAC will secure approval from proper Lower Macungie representative when mechanical breakdown or vandalism necessitates terminating the operation of the pool for longer than one hour.
15. EMAC will notify Lower Macungie when, in its opinion, the repair, replacement, and/or rebuilding of any equipment or structure is necessary to ensure the continued operation of the Township pool or the safety of its users.
16. EMAC is a Pennsylvania nonprofit corporation and an independent contractor in all aspects in regard to operation and maintenance of the swim club.
17. In the event that Lower Macungie fails to make payments as required by the above schedule, EMAC may, at its discretion, terminate all services until payment is received. Lower Macungie agrees to pay EMAC interest at the rate of 1.0 percent per month, for each late payment. In the event that EMAC must file suit in any Court having jurisdiction to recover any sums due it from Lower Macungie, EMAC will be entitled to recover reasonable attorney's fees as well as the amount owed with interest.
18. Excluding EMAC's personnel, EMAC will be held harmless for any injuries incurred by any persons on swim club's property during hours when the Township Pool is not in operation.
19. EMAC agrees to indemnify, defend and hold Lower Macungie, its officers, directors, employees, affiliates, successors and assigns harmless from any loss, claim, damage, cost or expense, including but not limited to reasonable attorneys' fees and costs ("Claims"), that EMAC, its officers, directors, employees, affiliates, successors or assigns may incur arising out of or related to EMAC's performance under this Agreement, including without limitation as a result of EMAC's actual or alleged breach of any warranty or damage or injury to persons or property arising out of or related to the services provided hereunder, excluding however: (a) Claims for any personal injuries resulting from defects in design, construction, installation, placement, or state of repair of pool equipment and pool and deck surfaces such as,

but not limited to ladders, railings, diving boards, slides, and chairs, (b) Claims arising from or caused by Acts of God; (c) Claims with respect to the personal effects of any person or persons utilizing the pool facilities; (d) Claims arising from or caused by physical or mental capacity or physical or mental diminution of any person or persons utilizing the pool facilities; (e) Claims resulting from actions taken by any employee of EMAC that are protected by the Pennsylvania Good Samaritan act, 42 Pa.C.S.A. §8332; or (f) Claims excluded in accordance with Paragraph 13 of this Agreement. Notwithstanding the foregoing, EMAC is required to timely report to Lower Macungie any damage to or obvious defects in pool equipment.

20. EMAC will not be held responsible to open the Township pool on scheduled opening date in the event that winter damage, excessive vandalism, or mechanical breakdown prevents such opening.
21. Lower Macungie will obtain any and all permits necessary to operate the pool. In connection therewith, it is the responsibility of Lower Macungie to ensure that the pool is constructed and its equipment is adequate in order to operate in accordance with the terms of the permit.
22. Lower Macungie will be responsible for turning on and off of all utilities and for the paying of all utility bills. Lower Macungie shall be responsible for supplying sufficient water and continuous electricity to permit the swimming pool to operate in accordance with its permit.
23. Lower Macungie will furnish pool cleaning equipment, and parts and supplies necessary to operate the filtering system. In addition, Lower Macungie must furnish its own spine board, rescue tube and first aid kit, and AED. These items must meet Board of Health regulations.
24. Lower Macungie will be responsible for the repair, replacement, and/or the rebuilding of any equipment or structure. If the parties hereto mutually agree by separate agreement, EMAC will use a subcontractor to facilitate repairs.
25. Lower Macungie will be responsible for the collection and disposal of trash including providing adequate receptacles for trash.
26. Lower Macungie will designate certain representatives and provide addresses and phone numbers of representatives to EMAC so that EMAC may notify them in the event that repair, maintenance, operation, or discipline problems arise.
27. In the event that the operation of the pool must be temporarily suspended during the time when the pool would normally be in operation for any reason not the fault of EMAC, this Agreement will remain in full force and effect provided, however, that if the pool closed due to major equipment breakdown or by the order of any public authority, and such close-down continues for a period longer than fifteen days, then Lower Macungie will be entitled to reduce its payment to EMAC for each day beyond the fifteenth day that the pool is closed, on a pro-rata basis, to an amount equal to 50% of the outstanding contract price for the unexpired portion of the

Agreement's term. Notwithstanding the foregoing, if this Agreement is terminated as set forth in paragraph 1 above, EMAC shall only be paid through the date of termination.

28. Accounted for in this contract are 5 weather-related closings. Seventy percent of lifeguard fees for any weather-related closing above 5 days will be credited to the amount of the September LMT payment to EMAC.
29. This contract contains the entire agreement between the parties hereto and no additions, revisions supplements, and/or changes to the agreement between the parties will be valid unless reduced to writing and signed by the parties hereto. The terms of this Agreement will bind the parties hereto and their respective successors and assigns.
30. This agreement can be terminated by either party on 30-day notice without cause. In addition, either party may terminate for breach by the other party upon ten (10) days written notice with a right to cure. If the breach is not cured within the ten-day notice period, this Agreement shall automatically terminate. In the event that Lower Macungie elects to terminate this Agreement without cause in accordance with this paragraph, Lower Macungie will pay to EMAC an early termination fee in the amount equal to 50% of the outstanding contract price for the unexpired portion of the Agreement's term as set forth in paragraph 1. The early termination fee will be paid within 30 days after Lower Macungie provides notice of its exercise of the termination of this Agreement.
31. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles. In any dispute hereunder, the parties consent to sole jurisdiction in the Court of Common Pleas in and for Lehigh County, Pennsylvania.
32. EMAC will order and pay for 26 uniforms consisting of suit and shirt for females and shorts and shirt for males. The amount, not to exceed \$100 per lifeguard, will be reimbursed by LMT on or before _____.
33. Neither party may assign its rights or delegate its obligations under the Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment not in accordance with this Section shall be null and void.
34. All notices and other communications required shall be in writing via fax, overnight express mail, certified mail, return-receipt requested or in person to the parties at their addresses set forth above, or to such other address as either party may so designate at least 10 days prior to such notice or communication.

35. Neither party shall use the name, trade name, service marks, trademarks, trade dress or logo of the other in publicity releases, advertising or similar activities without the prior written consent of the other.
36. In the event that any one or more of the provisions contained in this Agreement shall be held to be unenforceable in any respect by a court of competent jurisdiction, such unenforceability shall not affect any other provisions but shall be construed as if such unenforceable provision had never been contained herein.
37. The failure or delay of either party to insist, in any one or more instances, upon the performance of any terms or conditions herein or to exercise any right or privilege herein, shall not be construed as a relinquishing of future performance or as a waiver of any of the same or similar rights or privileges in the future and the obligation of the other party with respect to such future rights or performance shall continue in full force and effect as if such failure or delay never occurred.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Township of Lower Macungie

By: _____

(representative)

(title)

(date)

EMMAUS AQUATIC CLUB

By: _____

(authorized representative)

(title)

(date)

DCNR-C2P2

Applicant Information (* indicates required information)Applicant/Grantee Legal Name: **LOWER MACUNGIE TOWNSHIP**Web Application ID: **2006752**Project Title: **Lower Macungie Township Playground Restoration**

WHEREAS, **LOWER MACUNGIE TOWNSHIP** ("Applicant") desires to undertake the project, "**Lower Macungie Township Playground Restoration**" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

NOW THEREFORE, it is resolved that:

1. The grant application may be electronically signed on behalf of the applicant by "**Brian P. Higgins**" who, at the time of signing, has a **TITLE** of "**President**" and the email address of "**bhiggins@lowermac.com**".
2. If this Official signed the Grant Application Electronic Authorization prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the Grant Application Electronic Authorization, signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "**TITLE**" specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

Lower Macungie Township Board of Commissioners

(Identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of this applicant, this 20th day of April, 2023.

(signature of the governing body)

Lower Macungie Township
3400 Brookside Road
Macungie, PA 18062

April 11, 2023

Ozias A. Moore, PhD
3790 Sweet Meadow Ct.
Macungie, PA 18062

Reference: Resignation from Parks and Recreation Advisory Committee

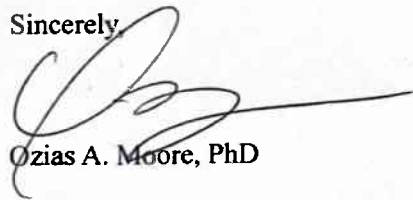
Dear P&R Advisory Board Committee Chair, Vice-Chair, and Committee Members,

I am writing to inform you that I will be resigning from my position on the Parks and Recreation Advisory Committee, effective immediately. I have recently been appointed to the Planning Commission and have decided to focus my time and energy on this new role. I am excited about this new opportunity to serve our community in a different capacity.

Thank you for the opportunity to serve on the P&R Advisory Committee. It has been an honor to serve on the P&R Advisory Committee and work alongside all of you to promote the parks and recreation services in our community.

I want to express my sincere appreciation to the board members and staff who have supported me during my time on the P&R Advisory Committee. I wish the P&R Advisory Committee continued success in all of its endeavors. I look forward to seeing the continued growth and success of the parks and recreation services in our community.

Sincerely,



Ozias A. Moore, PhD



UPPER MILFORD TOWNSHIP BOARD OF SUPERVISORS

PO Box 210 ~ 5671 Chestnut Street
Old Zionsville, PA 18068
Phone: (610) 966 - 3223 ~ Fax: (610) 966 - 5184
E-mail: info@uppermilford.net
Web: <http://www.uppermilford.net>

Chairperson
Joyce K. Moore

Vice-Chairman
John Zgura

Supervisor
Dan Mohr

4/5/23

Nathan Jones
Lower Macungie Township
3400 Brookside Rd.
Macungie, Pa. 18062

Re: Proposed Lower Macungie Zoning Ordinance Amendment for the HE-
Highway Enterprise District

Dear Mr. Jones,

The Upper Milford Board of Supervisors and Planning Commission reviewed the proposed Lower Macungie Zoning Amendments to the HE-Highway Enterprise Zoning District. Upper Milford Township would like to thank you for the chance to review this amendment as per the SW Lehigh County Comprehensive Plan Intermunicipal Agreement and have no comment at this time.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Brian Miller
Planning Coordinator/SEO

Cc: Jessi O' Donald, UMiT Twp. Secretary

Renea Flexer

From: backnine [REDACTED]
Sent: Wednesday, February 15, 2023 6:18 AM
To: Info
Subject: Board

Please do not change the zoning for the Jaindal proposal by Schantz road and please don't approve this. This would ruin Lower Macungie. It will no longer be a desirable community to live. The roads are already too crowded and dangerous.

Debra Ninesling
1189 Terrace Circle

Sent from my Verizon, Samsung Galaxy smartphone

**LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS MEETING MINUTES**

The Board of Commissioners met on April 6, 2023 for a regular meeting. The meeting was held both via Zoom.com, an online audio/video meeting, and at the Township Building, 3400 Brookside Road, Macungie, PA 18062.

1. CALL MEETING TO ORDER

President Higgins called the meeting to order at 6:01 p.m.

2. PLEDGE TO THE FLAG

3. <u>ROLL CALL</u>	Brian P. Higgins, President	Present
	Richard V. Ward, Vice President	Present
	Ron R. Beitler, Commissioner	Present
	Maury G. Robert, Commissioner	Present
	Brian L. Shoemaker, Commissioner	Present
	Bruce Beitel, Township Manager	Present
	David Brooman, Township Solicitor	Present
	Renea Flexer, Asst. Manager/Secretary	Present
	Nathan Jones, Director of Planning	Present via Zoom
	Bryan McAdam, Township Engineer	Present

4. AGENDA MODIFICATIONS (At Discretion of Board President) – None

5. ANNOUNCEMENTS & PRESENTATIONS

- 5.1. An Executive Session was held on March 27th after the Board's Workshop to discuss land acquisition, pending litigation and personnel.
- 5.2. A moment of silence was held for Rudy Fischl, Planning Commission Member, who lost his life after a battle with esophageal cancer.
- 5.3. Proclamations were presented to Thomas Deily for his 12 years of service on the Parks and Recreation Board and to Liza Gantert for her 13 years of service on the Parks and Recreation Board, where she served as President for 7 years.

6. HEARINGS & APPROVALS – None

7. PUBLIC COMMENT ON NON-AGENDA TOPICS – None

8. COMMUNICATIONS

- 8.1. Frederick Waage, 1937 Maplewood Lane – Statement of Interest for multiple boards.

9. APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES, AND COMMISSIONS

- 9.1. Consideration to Fill Both Vacancies on the Planning Commission – At the March Workshop, the Board felt it made sense to fill the unexpected vacancy since they were already in the process of interviewing to fill one other vacancy; instead of collecting applications for 60 days as noted in the Appointment Policy.
- 9.2. Planning Commission Vacancies: Appoint One with a Term to Expire January 1, 2024 and Appoint One with a Term to Expire January 1, 2026

Motion by Commissioner Ward, seconded by Commissioner Beitler, to appoint Ozias Moore to a vacancy on the Planning Commission with a term to expire January 1, 2024. There were 5 ayes. Motion carried.

**LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS MEETING MINUTES**

Commissioner Robert made a motion to appoint Ryan Kennedy, but the motion was not seconded.

Motion by Commissioner Ward, seconded by Commissioner Beitler, to appoint Martine Minninger to a vacancy on the Planning Commission with a term to expire January 1, 2026. There were 5 ayes. Motion carried.

10. APPROVAL OF MINUTES OF PREVIOUS MEETING(S)

Motion by Commissioner Robert, seconded by Commissioner Ward, to approve the March 16, 2023 minutes as drafted. There were 5 ayes. Motion carried.

11. APPROVAL OF TRANSFERS, BILL LIST AND PAYROLL

11.1. Mr. Beitel reviewed the April 6, 2023 Bill List, which is always available to view on the Township’s website prior to the meeting.

01	General Fund	\$674,282.19	33	Open Space Fund	
08	Sewer Fund	\$22,171.08	35	Liquid Fuels	\$281.42
19	Debt Service Fund		37	Developers Impact	
30	Capital Projects Fund	\$3,880.00	01	Payroll	\$161,672.69
32	Federal Grants Fund		36	Developers Escrow	\$59,180.62
				Total Funds	\$921,468.00

Motion by Commissioner Robert, seconded by Commissioner Ward, to approve the April 6, 2023 Bill List as drafted. There were 5 ayes. Motion carried.

12. DEPARTMENTAL MATTERS

12.1. Engineering

12.1.1. Consideration of the Following Bid Awards: all were within budget

12.1.1.1. 2023 Sanitary Sewer Relining Project

Motion by Commissioner Robert, seconded by Commissioner Ward, to award the 2023 Sanitary Sewer Relining Project to SWERP in the amount of \$438,683.60. There were 5 ayes. Motion carried.

12.1.1.2. Ultra-Thin Bonded Wearing Course

Motion by Commissioner Robert, seconded by Commissioner Ward, to award the Ultra-Thin Bonded Wearing Course Project to Asphalt Maintenance Solutions in the amount of \$266,932.22. There were 5 ayes. Motion carried.

12.1.1.3. Micro Surfacing

Motion by Commissioner Robert, seconded by Commissioner Ward, to award the Micro Surfacing Project to Asphalt Maintenance Solutions in the amount of \$250,558.19. There were 5 ayes. Motion carried.

12.1.1.4. Chip Seal/Quick Set Fog Seal

Motion by Commissioner Robert, seconded by Commissioner Ward, to award the Chip Seal/Quick Set Fog Seal Project to Asphalt

**LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS MEETING MINUTES**

Maintenance Solutions in the amount of \$321,371.50. There were 5 ayes. Motion carried.

12.1.2. Engineer's Report – No further report

12.2. **Planning**

12.2.1. Resolution 2023-19 – A RESOLUTION REDUCING THE FINANCIAL SECURITY FOR THE SUBDIVISION OF LAND INTO FOUR LOTS HAVING ADDRESSES OF 5131 EAST TEXAS ROAD AND 5141 EAST TEXAS ROAD

Motion by Commissioner Robert, seconded by Commissioner Ward, to approve Resolution 2023-19. There were 5 ayes. Motion carried.

12.2.2. Resolution 2023-20 – A RESOLUTION REDUCING AND TERMINATING THE FINANCIAL SECURITY FOR RECREATIONAL FEES FOR THE STONE HILL MEADOWS PHASE 2 SUBDIVISION AND LAND DEVELOPMENT

This is the last recreation release for Stone Hill Meadows.

Motion by Commissioner Robert, seconded by Commissioner Ward, to approve Resolution 2023-20. There were 5 ayes. Motion carried.

12.2.3. Planner's Report: 1) The next Planning Commission meeting is April 11th at 6 p.m.

12.3. **Solicitor**

12.3.1. Resolution 2023-21 – RESOLUTION ACCEPTING DEDICATION OF A PARCEL OF PROPERTY ON ORCHARD ROAD FROM THE ESTATE OF FREDERICK J. JAINDL FOR THE INSTALLATION OF A PORTION OF PUBLIC ROAD AND FOR OTHER PUBLIC PURPOSES

As discussed at the March Workshop, the property located at 3411 Orchard Road was offered by the Estate of Fred Jaindl.

Motion by Commissioner Robert, seconded by Commissioner Ward, to approve Resolution 2023-21. There were 5 ayes. Motion carried.

12.3.2. Resolution 2023-22 – RESOLUTION ACCEPTING DEDICATION OF A SANITARY SEWER AND GENERAL PUBLIC TRAIL ACCESS EASEMENT FROM DAVID M. JAINDL ON LOT 3 OF THE SPRING CREEK PROPERTIES SETTLEMENT SUBDIVISION

This dedication was part of the land development approval for the Mertztown Road Subdivision for a sanitary sewer and public trail easement across Lot 3.

Motion by Commissioner Robert, seconded by Commissioner Ward, to approve Resolution 2023-22. There were 5 ayes. Motion carried.

12.3.3. Solicitor's Report – No further report

12.4. **Township Manager**

12.4.1. Resolution 2023-23 – A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LOWER MACUNGIE TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA,

**LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS MEETING MINUTES**

AMENDING THE SCHEDULE OF FEES AND CHARGES FOR PROGRAMS
AND SERVICES

There are slight adjustments needed to the recreation fees.

**Motion by Commissioner Robert, seconded by Commissioner Ward, to
approve Resolution 2023-23. There were 5 ayes. Motion carried.**

12.4.2. Manager's Report: 1) An Executive Session is needed after the meeting.

13. OTHER BUSINESS

13.1. Old Business

- 13.1.1. Chapter 18 Sewers Amendment for Updates (To Be Drafted)
- 13.1.2. Chapter 27 Zoning Amendment, Lookback (To Be Drafted)
- 13.1.3. Update Lower Macungie Emergency Operation Plan (Being Drafted)
- 13.1.4. Chapter 15 Ordinance for Bridge Weights, Parking & Stop Signs (To be drafted)
- 13.1.5. Liberty Lane Rezoning Request (To Be Drafted)
- 13.1.6. Ordinance Amending the HE-Highway Enterprise Zoning District Pursuant to the Request from Landston Equities, LLC (Consider April 20th)
- 13.1.7. Community Center Expansion Public Improvements Completion (Bids Due April 17th)
- 13.1.8. Bridge Rehabilitation Project (Bids Due April 17th)
- 13.1.9. Accepting a Deed of Dedication for the Property Located at 1900 Mill Creek Road from the Lehigh County Authority (Awaiting Document from LCA)
- 13.1.10. Consider an Agreement with the Emmaus Aquatic Club for Pool Services (April 17th)
- 13.1.11. Consider Resolution for DCNR Grant Application (April 17th)
- 13.1.12. Approving a Deed of Dedication for Required Right-Of-Way at the Intersection of Quarry Road and S.R. Route 100 and a Temporary Grading Easement from Charles J. Miller Jr. in Connection with the Sauerkraut Lane Extension (Consider April 17th)

13.2. New Business – None

14. BOARD OF COMMISSIONERS REPORT

- 14.1. The next Board Regular Meeting is April 20, 2023 at 6 p.m.
- 14.2. The next Board Workshop is April 24, 2023 at 6 p.m.

15. EXECUTIVE SESSION

- 15.1. An Executive Session was held immediately after the meeting to discuss potential land acquisition.

16. ADJOURNMENT

President Higgins adjourned the meeting at 6:23 p.m.

Bruce Beitel
Township Manager

Renea Flexer
Asst. Township Manager/Secretary
April 17, 2023

Township of Lower Macungie
Board of Commissioners Meeting - Payment of Bills
Accounts Payable Report - April 14, 2023

BOC Meeting Date: **April 20, 2023**

	Current Checks	Interim Checks and ACH	Total
01 General Fund	\$96,892.12	\$2,574.02	\$99,466.14
08 Sewer Fund	\$6,468.89	\$0.00	\$6,468.89
19 Debt Service Fund	\$0.00	\$0.00	\$0.00
30 Capital Projects Fund	\$20,158.44	\$0.00	\$20,158.44
32 Federal Grants Fund	\$0.00	\$0.00	\$0.00
33 Open Space Fund	\$0.00	\$0.00	\$0.00
35 Liquid Fuels Fund	\$0.00	\$0.00	\$0.00
37 Developers Impact Fund	\$0.00	\$0.00	\$0.00
Township Excl Payroll	\$123,519.45	\$2,574.02	\$126,093.47
Payroll April 6th	\$0.00	\$154,930.26	\$154,930.26
36 Developers Escrow Fund	\$0.00	\$6,868.44	\$6,868.44
Grand Total	\$123,519.45	\$164,372.72	\$287,892.17

Commissioner _____ **Approval Date** _____

Report Criteria:

[Report].GL Account Number (2 Characters) = {<->} "36"
Invoice.Batch = "042023"
[Report].Type = "Invoice","Adjustment"

Invoice Number	Seq	Description	Type	Invoice/Check Date	Due Date	Invoice Amount	Discount Amount	Net Invoice CheckAmount	GL Account Number	Batch
283 Lehigh County Authority										
2023-407	1	2021 Escrow Release	Invoice	04/12/2023	05/12/2023	6,203.20	.00	6,203.20	01250200	042023
Total 283 Lehigh County Authority:								6,203.20		
1722 Maillie LLP										
93296	1	2022 Audit	Invoice	02/28/2023	04/30/2023	898.00	.00	898.00	01402311	042023
Total 1722 Maillie LLP:								898.00		
240 Jeff Waltemyer										
2023-705	1	GFOA Confrence Hershey 2023	Invoice	04/06/2023	05/06/2023	1,130.79	.00	1,130.79	01402460	042023
Total 240 Jeff Waltemyer:								1,130.79		
154 Express Business Center										
35728	1	Print tax bills	Invoice	04/06/2023	05/06/2023	1,576.69	.00	1,576.69	01403450	042023
Total 154 Express Business Center:								1,576.69		
665 Norris McLaughlin P.A.										
11280772	1	Alburtis Fire Agreement	Invoice	04/10/2023	05/10/2023	220.00	.00	220.00	01404401	042023
Total 665 Norris McLaughlin P.A.:								220.00		
1734 High Swartz LLP										
133026	1	Agreements	Invoice	04/04/2023	05/04/2023	265.50	.00	265.50	01404401	042023
133027	1	Public Works	Invoice	04/04/2023	05/04/2023	340.50	.00	340.50	01404401	042023
133028	1	General Solicitor	Invoice	04/04/2023	05/04/2023	2,627.50	.00	2,627.50	01404401	042023
133029	1	Labor Relations	Invoice	04/04/2023	05/04/2023	147.50	.00	147.50	01404402	042023
133028	2	Planning legal	Invoice	04/04/2023	05/04/2023	1,448.50	.00	1,448.50	01404403	042023
133070	1	Chapter 27	Invoice	04/04/2023	05/04/2023	349.50	.00	349.50	01404403	042023
133091	1	DNJ Property Group 6130 Sauerkr	Invoice	04/04/2023	05/04/2023	59.00	.00	59.00	01404403	042023
133093	1	Planning Legal	Invoice	04/04/2023	05/04/2023	413.00	.00	413.00	01404403	042023
133068	1	General litigation	Invoice	04/04/2023	05/04/2023	1,892.00	.00	1,892.00	01404405	042023
133092	1	Municipal Liens	Invoice	04/04/2023	05/04/2023	73.70	.00	73.70	01404406	042023
Total 1734 High Swartz LLP:								7,616.70		
765 Times News Inc										
100533674	1	Adoption of Ord 2023-02	Invoice	04/06/2023	05/06/2023	131.53	.00	131.53	01405341	042023
100533912	1	RFP Bridge Rehab	Invoice	04/06/2023	05/06/2023	213.61	.00	213.61	01405341	042023
1005339141	1	RFO Community Center Exp	Invoice	04/06/2023	05/06/2023	259.21	.00	259.21	01405341	042023
Total 765 Times News Inc:								604.35		
864 Altek Business Systems Inc										
255173	1	4551ci coverage	Invoice	03/30/2023	04/14/2023	43.05	.00	43.05	01405450	042023
255174	1	4551 ci copy room	Invoice	03/30/2023	04/14/2023	671.31	.00	671.31	01405450	042023
Total 864 Altek Business Systems Inc:								714.36		

Invoice Number	Seq	Description	Type	Invoice/Check Date	Due Date	Invoice Amount	Discount Amount	Net Invoice CheckAmount	GL Account Number	Batch
1191 Reynolds Business Systems Inc										
P6305	1	Propety file scanning	Invoice	03/31/2023	04/30/2023	8,636.54	.00	8,636.54	01407613	042023
Total 1191 Reynolds Business Systems Inc:								8,636.54		
417 Red Wing Business Advantage Account										
2023041002	1	Steve Majerich Boots 2023	Invoice	04/10/2023	05/10/2023	212.49	.00	212.49	01409191	042023
Total 417 Red Wing Business Advantage Account:								212.49		
204 Harned-Durham Oil Company Inc										
12445	1	propane Indian Creek Rd	Invoice	03/13/2023	04/02/2023	512.53	.00	512.53	01409230	042023
Total 204 Harned-Durham Oil Company Inc:								512.53		
288 Lehigh Fuels										
408619	1	Heating oil MUB	Invoice	04/03/2023	05/03/2023	2,707.05	.00	2,707.05	01409230	042023
Total 288 Lehigh Fuels:								2,707.05		
261 Keith's Lock & Door Service LLC										
I3066	2	c. center front door keys	Invoice	02/02/2023	03/04/2023	25.00	.00	25.00	01409241	042023
Total 261 Keith's Lock & Door Service LLC:								25.00		
326 Master Supply Line, LLC.										
8-170303	1	supplies	Invoice	04/10/2023	05/10/2023	199.75	.00	199.75	01409241	042023
Total 326 Master Supply Line, LLC.:								199.75		
1990 Culligan Water Conditioning										
361217	1	water bottels deposits fuel surcharg	Invoice	03/29/2023	04/23/2023	135.10	.00	135.10	01409241	042023
361633	1	cooler rental 3/31-4/30	Invoice	03/30/2023	04/30/2023	130.00	.00	130.00	01409241	042023
Total 1990 Culligan Water Conditioning:								265.10		
1664 ADT Security Services										
982067069	1	Monitoring Hills	Invoice	04/03/2023	05/03/2023	57.62	.00	57.62	01409318	042023
982067069	2	Monitoring Wescos	Invoice	04/03/2023	05/03/2023	53.54	.00	53.54	01409318	042023
982067069	3	Monitoring Camp o	Invoice	04/03/2023	05/03/2023	39.04	.00	39.04	01409318	042023
Total 1664 ADT Security Services:								150.20		
10 A-B-E Laboratory										
29820	1	water testing MUB	Invoice	04/11/2022	05/11/2022	121.00	.00	121.00	01409372	042023
Total 10 A-B-E Laboratory:								121.00		
188 Grainger Industrial Commercial										
9669574585	1	flush valve, park repairs	Invoice	04/11/2023	05/11/2023	143.08	.00	143.08	01409372	042023
Total 188 Grainger Industrial Commercial:								143.08		
547 Dual Temp Company Inc										
74811829	1	Campus quarterly bill	Invoice	04/01/2023	04/11/2023	1,743.75	.00	1,743.75	01409372	042023

Invoice Number	Seq	Description	Type	Invoice/Check Date	Due Date	Invoice Amount	Discount Amount	Net Invoice CheckAmount	GL Account Number	Batch
Total 547 Dual Temp Company Inc:								1,743.75		
883 Amy's Cleaning Service										
3280	1	Cleaning at Hills @ Lockridge 3/12/	Invoice	03/30/2023	04/14/2023	110.00	.00	110.00	01409372	042023
Total 883 Amy's Cleaning Service:								110.00		
1315 Pure Water Technology of Central PA										
175130	1	Monthly Rental water unit	Invoice	04/01/2023	05/01/2023	59.00	.00	59.00	01409372	042023
Total 1315 Pure Water Technology of Central PA:								59.00		
1425 Automated Home Generators Inc										
2023-3-88	1	Generator Campus	Invoice	03/28/2023	04/28/2023	1,304.78	.00	1,304.78	01409372	042023
2023-3-90	1	Generatpr Annex	Invoice	03/28/2023	04/28/2023	536.77	.00	536.77	01409372	042023
2023-3-91	1	Generator Brandywine	Invoice	03/28/2023	04/28/2023	1,335.70	.00	1,335.70	01409372	042023
Total 1425 Automated Home Generators Inc:								3,177.25		
1700 RelaDyne Northeast LLC										
R046803-IN	1	fuel tank retnal March	Invoice	03/30/2023	04/29/2023	300.00	.00	300.00	01409372	042023
Total 1700 RelaDyne Northeast LLC:								300.00		
1810 Wehrung's Macungie LLC										
23218	1	park repairs	Invoice	04/03/2023	04/30/2023	78.80	.00	78.80	01409372	042023
23285	1	Wild Cherry repairs	Invoice	04/04/2023	05/05/2023	43.61	.00	43.61	01409372	042023
Total 1810 Wehrung's Macungie LLC:								122.41		
96 County of Lehigh										
1201171	1	LC Real Estate Tax 2023- 3400 Bro	Invoice	03/30/2023	04/30/2023	428.60	.00	428.60	01409430	042023
1201789	1	LC Real Estate Tax 2023 3120 S C	Invoice	03/30/2023	04/30/2023	781.26	.00	781.26	01409430	042023
Total 96 County of Lehigh:								1,209.86		
149 EPWPCOA										
2023-406	2	Expo registration Steve	Invoice	04/11/2023	05/11/2023	38.00	.00	38.00	01409460	042023
Total 149 EPWPCOA:								38.00		
304 Lower Macungie Fire Dept										
2023-402	1	False Fire Alarms 2 Commercial	Invoice	03/30/2023	04/30/2023	600.00	.00	600.00	01411511	042023
Total 304 Lower Macungie Fire Dept:								600.00		
268 Keycodes Inspection Agency										
6307	1	Residential Inseptions	Invoice	04/03/2023	05/03/2023	3,230.00	.00	3,230.00	01413471	042023
6306	1	Commercial Inspections	Invoice	04/03/2023	05/03/2023	18,922.66	.00	18,922.66	01413473	042023
6305	1	Commercial Plan Reviews	Invoice	04/03/2023	05/03/2023	1,095.00	.00	1,095.00	01413474	042023
Total 268 Keycodes Inspection Agency:								23,247.66		
1715 CKS Engineers, Inc.										
00780189	1	Review as-built plans	Invoice	02/28/2023	03/30/2023	2,089.75	.00	2,089.75	01414312	042023

Invoice Number	Seq	Description	Type	Invoice/Check Date	Due Date	Invoice Amount	Discount Amount	Net Invoice CheckAmount	GL Account Number	Batch
Total 1715 CKS Engineers, Inc.:								2,089.75		
513 Veritext Corp.										
6442921	1	Firefly Cond Use transcripts	Invoice	03/21/2023	04/20/2023	336.25	.00	336.25	01414454	042023
6463857	1	ZHB 3/28/23	Invoice	03/29/2023	04/28/2023	470.00	.00	470.00	01414454	042023
Total 513 Veritext Corp.:								806.25		
138 ECCO Communications LLC										
81284	1	repeater rental 4/1/23-6/30/23	Invoice	03/28/2023	04/27/2023	189.60	.00	189.60	01415260	042023
Total 138 ECCO Communications LLC:								189.60		
154 Express Business Center										
35731	1	1 roll of yardwaste stickers	Invoice	04/06/2023	05/06/2023	370.00	.00	370.00	01426249	042023
Total 154 Express Business Center:								370.00		
1810 Wehrung's Macungie LLC										
23275	1	yard waste center	Invoice	04/04/2023	05/11/2023	183.27	.00	183.27	01426249	042023
Total 1810 Wehrung's Macungie LLC:								183.27		
498 TransEdge Truck Center										
55514P1	1	headlamp elm unit 306	Invoice	04/05/2023	04/20/2023	215.32	.00	215.32	01426372	042023
Total 498 TransEdge Truck Center:								215.32		
578 All-Jays Portable Toilets & Septic Serv										
2412	1	yard waste march	Invoice	04/01/2023	05/01/2023	215.00	.00	215.00	01426372	042023
Total 578 All-Jays Portable Toilets & Septic Serv:								215.00		
918 World Fuel Services										
3381111	1	Diesel Fuel	Invoice	03/29/2023	04/28/2023	1,463.72	.00	1,463.72	01430231	042023
3381252	1	gasoline	Invoice	03/31/2023	04/30/2023	839.24	.00	839.24	01430231	042023
Total 918 World Fuel Services:								2,302.96		
132 East Penn Manufacturing										
230340279	1	restock lugs/studs	Invoice	04/04/2023	04/14/2023	38.09	.00	38.09	01430241	042023
Total 132 East Penn Manufacturing:								38.09		
159 Fastenal Company										
PAAL115941	1	shop parts	Invoice	03/21/2023	04/20/2023	76.51	.00	76.51	01430241	042023
Total 159 Fastenal Company:								76.51		
195 Linde Gas & Equipment										
35021627	1	acelylene	Invoice	03/30/2023	04/29/2023	111.78	.00	111.78	01430241	042023
Total 195 Linde Gas & Equipment:								111.78		
202 Hale Trailer Brake & Wheel Inc										
1585471	1	restock lights	Invoice	04/03/2023	05/03/2023	414.52	.00	414.52	01430241	042023

Invoice Number	Seq	Description	Type	Invoice/Check Date	Due Date	Invoice Amount	Discount Amount	Net Invoice CheckAmount	GL Account Number	Batch
Total 202 Hale Trailer Brake & Wheel Inc:								414.52		
447 Seal Master - Allentown										
INV2049035	1	white paint	Invoice	04/04/2023	05/04/2023	548.97	.00	548.97	01430241	042023
Total 447 Seal Master - Allentown:								548.97		
477 Steve Miller										
2023-401	1	drivers license renewal	Invoice	04/03/2023	05/03/2023	72.00	.00	72.00	01430249	042023
Total 477 Steve Miller:								72.00		
1503 Alburdis Auto Inc										
409339	1	26 scrap tires	Invoice	04/04/2023	05/04/2023	58.50	.00	58.50	01430249	042023
Total 1503 Alburdis Auto Inc:								58.50		
195 Linde Gas & Equipment										
35021629	1	welding equipment	Invoice	03/30/2023	04/29/2023	436.43	.00	436.43	01430260	042023
Total 195 Linde Gas & Equipment:								436.43		
1550 Hotsy Equipment co										
50-58364	1	misc nozzels triggers etc	Invoice	03/31/2023	04/30/2023	155.96	.00	155.96	01430260	042023
Total 1550 Hotsy Equipment co:								155.96		
182 Foley, Incorporated										
INV0001196	1	clip unit 36	Invoice	02/18/2023	03/20/2023	62.04	.00	62.04	01430374	042023
Total 182 Foley, Incorporated:								62.04		
498 TransEdge Truck Center										
55511P1	1	union part unit 7	Invoice	04/05/2023	04/20/2023	61.12	.00	61.12	01430374	042023
Total 498 TransEdge Truck Center:								61.12		
1128 Bowers Sales and Rentals LLC										
162632	1	replacement bar and chains	Invoice	03/31/2023	04/30/2023	198.44	.00	198.44	01430374	042023
Total 1128 Bowers Sales and Rentals LLC:								198.44		
1436 Eastern Lift Truck Co. Inc.										
C74919	1	seals unit 79	Invoice	04/05/2023	05/05/2023	60.94	.00	60.94	01430374	042023
Total 1436 Eastern Lift Truck Co. Inc.:								60.94		
404 Quigley Chevrolet										
119121	1	bolt unit 59	Invoice	03/30/2023	04/09/2023	15.66	.00	15.66	01430378	042023
119217	1	sensor unit 91	Invoice	04/12/2023	04/22/2023	40.47	.00	40.47	01430378	042023
Total 404 Quigley Chevrolet:								56.13		
2031 Interstate Battery of Allentown										
50000274	1	battery unit 58	Invoice	04/03/2023	05/03/2023	289.00	.00	289.90	01430378	042023

Invoice Number	Seq	Description	Type	Invoice/Check Date	Due Date	Invoice Amount	Discount Amount	Net Invoice CheckAmount	GL Account Number	Batch
Total 2031 Interstate Battery of Allentown:								289.90		
195 Linde Gas & Equipment										
34889767	1	cylinder rental 2/20-3/20	Invoice	03/22/2023	04/21/2023	58.72	.00	58.72	01430384	042023
Total 195 Linde Gas & Equipment:								58.72		
421 Reliable Signs & Striping Inc										
4739	1	road closed signs and brackets	Invoice	04/06/2023	05/06/2023	2,585.50	.00	2,585.50	01433245	042023
Total 421 Reliable Signs & Striping Inc:								2,585.50		
1810 Wehrung's Macungie LLC										
23624	1	shop signs	Invoice	04/11/2023	05/11/2023	275.62	.00	275.62	01433245	042023
Total 1810 Wehrung's Macungie LLC:								275.62		
1436 Eastern Lift Truck Co. Inc.										
C74919	2	shipping and handling	Invoice	04/05/2023	05/05/2023	92.00	.00	92.00	01438258	042023
Total 1436 Eastern Lift Truck Co. Inc.:								92.00		
371 PA Recreation & Park Society Inc										
150015	1	Annual Dues Stan Cupp	Invoice	01/31/2023	04/30/2023	100.00	.00	100.00	01440420	042023
Total 371 PA Recreation & Park Society Inc:								100.00		
326 Master Supply Line, LLC.										
8-170228	1	supplies	Invoice	04/05/2023	05/05/2023	89.25	.00	89.25	01451241	042023
Total 326 Master Supply Line, LLC.:								89.25		
24 Amelia A Mutis										
142	1	Dance Instructor Latin Partner danc	Invoice	03/29/2023	04/29/2023	520.00	.00	520.00	01451310	042023
Total 24 Amelia A Mutis:								520.00		
635 Charles W Makemson III										
042023	1	instructor karate 3/7/23-4/27/23	Invoice	04/10/2023	05/10/2023	270.00	.00	270.00	01451310	042023
Total 635 Charles W Makemson III:								270.00		
1826 Helaine Debra Young										
18	1	tai chi instructor 3/29-4/26	Invoice	03/29/2023	04/29/2023	330.48	.00	330.48	01451310	042023
18	2	chair yoga	Invoice	03/29/2023	04/29/2023	165.24	.00	165.24	01451310	042023
Total 1826 Helaine Debra Young:								495.72		
1643 OTC Brands										
723858623	1	prizes and crafts community day	Invoice	04/03/2023	05/03/2023	1,864.51	.00	1,864.51	01451311	042023
Total 1643 OTC Brands:								1,864.51		
2061 LV Rocks LLC										
2023-403	1	final payment rock wall community	Invoice	03/31/2023	04/30/2023	380.00	.00	380.00	01451311	042023

Invoice Number	Seq	Description	Type	Invoice/Check Date	Due Date	Invoice Amount	Discount Amount	Net Invoice CheckAmount	GL Account Number	Batch
Total 2061 LV Rocks LLC:								380.00		
1961 Critical Response Protection Group										
1378	1	Feb security guard	Invoice	04/07/2023	04/21/2023	528.19	.00	528.19	01451318	042023
1379	1	March Security Guard	Invoice	04/07/2023	04/28/2023	538.99	.00	538.99	01451318	042023
Total 1961 Critical Response Protection Group:								1,067.18		
2011 Bethlehem Business Forms										
232918	1	Business cards Denise Foulke	Invoice	03/26/2023	04/26/2023	39.93	.00	39.93	01451342	042023
Total 2011 Bethlehem Business Forms:								39.93		
261 Keith's Lock & Door Service LLC										
I3066	1	C Center front door keys copied	Invoice	02/02/2023	03/04/2023	175.00	.00	175.00	01451372	042023
Total 261 Keith's Lock & Door Service LLC:								175.00		
547 Dual Temp Company Inc										
74811820	1	Community Center Qtrly bill	Invoice	04/01/2023	04/11/2023	1,450.00	.00	1,450.00	01451372	042023
Total 547 Dual Temp Company Inc:								1,450.00		
1425 Automated Home Generators Inc										
2023-3-89	1	Generator C Center	Invoice	03/28/2023	04/28/2023	1,564.04	.00	1,564.04	01451372	042023
Total 1425 Automated Home Generators Inc:								1,564.04		
578 All-Jays Portable Toilets & Septic Serv										
2412	2	church ln, hills	Invoice	04/01/2023	05/01/2023	230.00	.00	230.00	01454249	042023
Total 578 All-Jays Portable Toilets & Septic Serv:								230.00		
501 Turf Equipment and Supply Company										
70044555-00	1	wasjers	Invoice	04/06/2023	05/06/2023	25.86	.00	25.86	01454372	042023
Total 501 Turf Equipment and Supply Company:								25.86		
48 Bergey's Inc										
T1411287R	1	tire unit 65	Invoice	03/31/2023	04/30/2023	119.62	.00	119.62	01454374	042023
Total 48 Bergey's Inc:								119.62		
117 Deer Country Farm & Lawn Inc										
W67360	1	unit repair oil leak unit 78	Invoice	03/31/2023	04/30/2023	1,921.83	.00	1,921.83	01454374	042023
Total 117 Deer Country Farm & Lawn Inc:								1,921.83		
820 Fulton Financial Advisors										
5061970	1	Quarterly Pension Plan fees 1Q 20	Invoice	04/11/2023	05/11/2023	9,632.72	.00	9,632.72	01483150	042023
Total 820 Fulton Financial Advisors:								9,632.72		
369 PA Municipal Health Insurance										
124882-0	1	Dental & Vision Coverage May	Invoice	04/05/2023	05/05/2023	2,030.93	.00	2,030.93	01487196	042023

Invoice Number	Seq	Description	Type	Invoice/Check Date	Due Date	Invoice Amount	Discount Amount	Net Invoice CheckAmount	GL Account Number	Batch
Total 369 PA Municipal Health Insurance:								2,030.93		
1730 Preferred EAP										
168-2023-2	1	April-June EAP	Invoice	04/01/2023	05/01/2023	345.45	.00	345.45	01487196	042023
Total 1730 Preferred EAP:								345.45		
Total 01:								96,892.12		
1722 Maillie LLP										
93296	2	2022 Audit	Invoice	02/28/2023	04/30/2023	449.00	.00	449.00	08402311	042023
Total 1722 Maillie LLP:								449.00		
1734 High Swartz LLP										
133069	1	General Sewer	Invoice	04/04/2023	05/04/2023	559.93	.00	559.93	08404401	042023
Total 1734 High Swartz LLP:								559.93		
225 Industrial Chemical Labs & Services Inc										
371231	1	sewer cleaner	Invoice	03/24/2023	04/23/2023	669.22	.00	669.22	08429241	042023
Total 225 Industrial Chemical Labs & Services Inc:								669.22		
510 USA Blue Book										
308782	1	12 boxes of latex gloves	Invoice	03/23/2023	04/22/2023	301.56	.00	301.56	08429241	042023
Total 510 USA Blue Book:								301.56		
210 Core & Main LP										
S565656	1	4 manhole hooks	Invoice	03/24/2023	04/23/2023	201.12	.00	201.12	08429260	042023
Total 210 Core & Main LP:								201.12		
510 USA Blue Book										
308782	2	sockets and fregith	Invoice	03/23/2023	04/22/2023	70.46	.00	70.46	08429260	042023
Total 510 USA Blue Book:								70.46		
188 Grainger Industrial Commercial										
9669979099	1	water tower parts	Invoice	04/11/2023	05/11/2023	51.33	.00	51.33	08429372	042023
9669979099	2	chiesel bit	Invoice	04/11/2023	05/11/2023	16.78	.00	16.78	08429372	042023
Total 188 Grainger Industrial Commercial:								68.11		
1748 Flow Assessment Services, LLC										
6960	1	Telemetry monthly rental	Invoice	04/10/2023	05/10/2023	1,400.00	.00	1,400.00	08429372	042023
6960	2	quarterly flow meter site maint	Invoice	04/10/2023	05/10/2023	500.00	.00	500.00	08429372	042023
6960	3	quarterly flow meter final reports	Invoice	04/10/2023	05/10/2023	500.00	.00	500.00	08429372	042023
Total 1748 Flow Assessment Services, LLC:								2,400.00		
45 Bell Hardware and Supply Inc										
30347/1	1	water tower parts	Invoice	04/11/2023	05/11/2023	10.49	.00	10.49	08429374	042023

Invoice Number	Seq	Description	Type	Invoice/Check Date	Due Date	Invoice Amount	Discount Amount	Net Invoice CheckAmount	GL Account Number	Batch
Total 45 Bell Hardware and Supply Inc:								10.49		
149 EPWPCOA										
2023-406	1	Expo registraton, Mark, Matt, Ron	Invoice	04/11/2023	05/11/2023	114.00	.00	114.00	08429460	042023
Total 149 EPWPCOA:								114.00		
820 Fulton Financial Advisors										
5061970	2	Quarterly Pension Plan fees 1Q 20	Invoice	04/11/2023	05/11/2023	1,625.00	.00	1,625.00	08483150	042023
Total 820 Fulton Financial Advisors:								1,625.00		
Total 08:								6,468.89		
154 Express Business Center										
35728	2	Print Tax bills	Invoice	04/06/2023	05/06/2023	1,576.69	.00	1,576.69	30403450	042023
Total 154 Express Business Center:								1,576.69		
1734 High Swartz LLP										
133067	1	Community Center Claims	Invoice	04/04/2023	05/04/2023	1,884.25	.00	1,884.25	30493635	042023
Total 1734 High Swartz LLP:								1,884.25		
1715 CKS Engineers, Inc.										
0077980	1	Adaptive Signals	Invoice	03/09/2023	04/08/2023	16,697.50	.00	16,697.50	30493660	042023
Total 1715 CKS Engineers, Inc.:								16,697.50		
Total 30:								20,158.44		
Grand Totals:								123,519.45		

Report Criteria:

[Report].GL Account Number (2 Characters) = {<->} "36"
 Invoice.Batch = "042023"
 [Report].Type = "Invoice","Adjustment"

Report Criteria:

Detail report.
 Invoice detail records above \$0.00 included.
 Only paid invoices included.
 Invoice.Batch = "042023"
 [Report].GL Account Number (2 Characters) = {<>} "36"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Home Depot Credit Services							
217	Home Depot Credit Services	6073766	parts for water towes	04/06/2023	01.454.372 Repairs & Mainte	17.88	042023
217	Home Depot Credit Services	6073766	Early payment discount	04/06/2023	01.402.390 Bank Service Ch	.36-	042023
Total Home Depot Credit Services:						<u>17.52</u>	
PPL Inc							
398	PPL Inc	2023-0500	12680-05000	02/16/2023	01.454.361 Electricity	58.83	042023
398	PPL Inc	2023-293	12880-05006	02/16/2023	01.454.361 Electricity	53.12	042023
398	PPL Inc	2023-294	19200-38009	02/16/2023	01.454.361 Electricity	27.83	042023
398	PPL Inc	2023-295	62880-08002	02/16/2023	01.433.361 Electricity	28.65	042023
398	PPL Inc	2023-298	75264-56009	02/16/2023	01.409.361 Electricity	33.08	042023
398	PPL Inc	2023-299	01100-08001	02/17/2023	01.433.361 Electricity	30.24	042023
398	PPL Inc	2023-300	02676-00000	02/17/2023	01.433.361 Electricity	67.25	042023
398	PPL Inc	2023-301	88300-09024	02/17/2023	01.433.361 Electricity	72.66	042023
398	PPL Inc	2023-302	48547-21096	02/23/2023	01.433.361 Electricity	39.16	042023
398	PPL Inc	2023-303	84292-15018	02/23/2023	01.433.361 Electricity	161.33	042023
398	PPL Inc	2023-304	91458-90016	02/24/2023	01.409.361 Electricity	99.44	042023
398	PPL Inc	2023-305	82771-35018	02/24/2023	01.409.361 Electricity	25.31	042023
398	PPL Inc	2023-306	62214-34588	02/24/2023	01.433.361 Electricity	26.23	042023
398	PPL Inc	2023-307	24295-81002	02/27/2023	01.454.361 Electricity	75.05	042023
398	PPL Inc	2023-308	28340-16001	02/24/2023	01.433.361 Electricity	20.29	042023
398	PPL Inc	2023-309	23140-16005	02/24/2023	01.433.361 Electricity	20.24	042023
398	PPL Inc	2023-310	99471-89003	02/24/2023	01.433.361 Electricity	42.89	042023
398	PPL Inc	2023-311	44857-26416	02/28/2023	01.433.361 Electricity	32.35	042023
398	PPL Inc	2023-312	65953-88011	02/27/2023	01.433.361 Electricity	76.71	042023
398	PPL Inc	2023-361	87900-09002	02/16/2023	01.433.361 Electricity	26.78	042023
398	PPL Inc	2023-375	95031-69005	02/28/2023	01.454.361 Electricity	44.04	042023
Total PPL Inc:						<u>1,061.48</u>	
The Sherwin-Williams Co							
965	The Sherwin-Williams Co	8513-9	paint supplies church lane bathroo	03/29/2023	01.409.372 Repairs & Mainte	95.10	042023
965	The Sherwin-Williams Co	8770-5	pool paint	04/05/2023	01.452.372 Repairs & Mainte	1,080.90	042023
965	The Sherwin-Williams Co	8958-6	Srping Creek- LMYA Shed paint a	04/11/2023	01.409.372 Repairs & Mainte	319.02	042023
Total The Sherwin-Williams Co:						<u>1,495.02</u>	
Grand Totals:						<u><u>2,574.02</u></u>	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
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Dated: _____

Commissioner: _____

Report Criteria:

Detail report.

Invoice detail records above \$0.00 included.

Only paid invoices included.

Invoice.Batch = "042023"

[Report].GL Account Number (2 Characters) = {<-} "36"

Report Criteria:

Detail report.

Invoice detail records above \$0.00 included.

Paid and unpaid invoices included.

[Report].Vendor Number =

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[Report].Invoice Number = "2023-284","126980-0","127038-1","130987","0077993","130986","0077968","131017","131015","128967","130998","128961","131005"

[Report].GL Account Number (2 Characters) = "36"

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
CKS Engineers, Inc.							
1715	CKS Engineers, Inc.	0077968	Sauerkraut Ln- Prologis	02/28/2023	36.414.313 DEV ESC Engineerin	847.44	
1715	CKS Engineers, Inc.	0077993	617 N Krocks Rd	02/28/2023	36.414.313 DEV ESC Engineerin	135.00	
Total CKS Engineers, Inc.:						<u>982.44</u>	
High Swartz LLP							
1734	High Swartz LLP	126980-0	Woodmont	01/03/2023	36.404.401 DEV ESC Solicitor	88.50	
1734	High Swartz LLP	127038-1	Firefly CU	01/03/2023	36.404.401 DEV ESC Solicitor	147.50	
1734	High Swartz LLP	128961	4950 Liberty Ln	02/03/2023	36.404.401 DEV ESC Solicitor	325.00	
1734	High Swartz LLP	128967	4915 Lower Macungie Rd	02/03/2023	36.404.401 DEV ESC Solicitor	354.00	
1734	High Swartz LLP	130986	617 N Krocks Rd CU	03/02/2023	36.404.401 DEV ESC Solicitor	1,545.50	
1734	High Swartz LLP	130987	Firefly CU	03/02/2023	36.404.401 DEV ESC Solicitor	848.00	
1734	High Swartz LLP	130998	4950 Liberty Ln	03/02/2023	36.404.401 DEV ESC Solicitor	113.50	
1734	High Swartz LLP	131005	7624 & 7627 Mountain Rd	03/02/2023	36.404.401 DEV ESC Solicitor	649.50	
1734	High Swartz LLP	131015	4915 Lower Macungie Rd	03/02/2023	36.404.401 DEV ESC Solicitor	59.00	
1734	High Swartz LLP	131017	Sauerkraut Lane Prologis	03/02/2023	36.404.401 DEV ESC Solicitor	731.50	
Total High Swartz LLP:						<u>4,862.00</u>	
John M. Ashcraft III							
1186	John M. Ashcraft III	2023-284	Macungie Crossing Condo Unit 2	03/03/2023	36.404.401 DEV ESC Solicitor	1,024.00	
Total John M. Ashcraft III:						<u>1,024.00</u>	
Grand Totals:						<u><u>6,868.44</u></u>	

Dated: _____

Commissioner: _____

TOWNSHIP OF LOWER MACUNGIE
Lehigh County, Pennsylvania

RESOLUTION NO. 2023-26
(Duly Adopted April 20, 2023)

RESOLUTION AUTHORIZING AN AGREEMENT IN LIEU OF
CONDEMNATION TO ACQUIRE REQUIRED RIGHT-OF-
WAY AND A TEMPORARY GRADING EASEMENT ON THE
PROPERTY LOCATED AT 2396 PA ROUTE 100 IN
CONJUNCTION WITH THE SAUERKRAUT LANE
EXTENSION PROJECT

WHEREAS, consistent with prior plans, approvals and authorizations, and after investigation, inquiry, and analysis, the Board of Commissioners of Lower Macungie Township (“Township”) determined that it was in the interest of the traveling public, and a benefit for the present and future use of the Township’s citizens, to widen State Route 100 and construct an extension of Sauerkraut Lane in the Township (collectively the “Sauerkraut Lane Extension”); and

WHEREAS, in conjunction with the Sauerkraut Lane Extension, certain portions of the property located at 2396 PA Route 100, Alburdis, Lower Macungie Township, Pennsylvania 18011, being Lehigh County tax parcel identification number 546482206419-1 (the “Property”), owned by Charles Miller, Jr. (“Miller”), are needed for required right-of-way and a temporary grading easement (the “Property Interests”); and

WHEREAS, the Township has the power to condemn the Property Interests pursuant to the Pennsylvania First Class Township Code (53 P.S. § 56901, et seq.) and Eminent Domain Code (26 Pa.C.S. § 101, et seq.), but in lieu of such a condemnation, the Township negotiated an agreement with Miller for the conveyance of the Property Interests in exchange for certain compensation as an amicable resolution of any and all damages arising from the Property Interests granted by Miller to the Township; and

WHEREAS, the agreement between the Township and Miller is set forth in the document attached hereto as Exhibit “1” and incorporated herein by reference as if set forth at length (the “Miller Agreement”); and

WHEREAS, the Deed of Dedication of the required right-of-way is appended to the Miller Agreement at Appendix “1” and the temporary grading easement is appended to the Miller Agreement at Appendix “2,” both of which are incorporated herein by reference as if set forth at length; and

WHEREAS, the Property Interests are necessary for the completion of the Sauerkraut Lane Extension project; and

WHEREAS, the compensation to be paid under the Miller Agreement is being funded through certain prior development agreements, settlements, escrows and reimbursements to the Township as part of the Sauerkraut Lane Extension project; and

WHEREAS, the Township desires to authorize the Township Manager to execute the Miller Agreement and to accept the dedication of the required right-of-way as set forth in the Deed of Dedication found in Exhibit "1," Appendix "1."

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED that the Board of Commissioners of Lower Macungie Township hereby resolves as follows:

1. The foregoing recitals are incorporated herein by reference.
2. The Township Manager is hereby authorized on behalf to the Township to execute the Miller Agreement attached hereto as Exhibit "1."
3. The Township of Lower Macungie hereby accepts the offer of dedication set forth in the Deed of Dedication found at Exhibit "1," Appendix "1" hereto.
4. The Township Solicitor and Township Manager are authorized and directed to take all such action as may be necessary and appropriate to implement this Resolution and the Miller Agreement, including making any necessary payments thereunder.
5. All resolutions or parts thereof inconsistent herewith are hereby repealed to the extent of any such inconsistency.
6. This Resolution shall become effective immediately upon adoption.

DULY ADOPTED this 20th day of April 2023, by the Board of Commissioners of Lower Macungie Township, in lawful session duly assembled.

LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS

Brian P. Higgins, President

Attest:

Renea Flexer, Secretary

EXHIBIT “1”

RIGHT-OF-WAY AND EASEMENT COMPENSATION AGREEMENT

This Right-of-Way and Easement Compensation Agreement (“Agreement”) is made and entered into by Charles Miller, Jr., his representatives, heirs and assigns (“Miller”), and Lower Macungie Township (“Township”) (Miller and Township may be referred to herein as a “Party” or collectively as the “Parties”).

WHEREAS, Miller is the record owner the property located at 2396 PA Route 100, Albutis, Lower Macungie Township, Pennsylvania 18011, being Lehigh County tax parcel identification number 546482206419-1; and

WHEREAS, the Township is currently involved in a roadway project that will result in the extension of Sauerkraut Lane and the related widening of PA Route 100 within the Township (collectively the “Project”), and

WHEREAS, as part of the Project, the Township must acquire certain right-of way and a temporary grading easement on the Property (the “Property Interests”); and

WHEREAS, the Township has the power to condemn the Property Interests pursuant to the Pennsylvania First Class Township Code (53 P.S. § 56901, *et seq.*) and Eminent Domain Code (26 Pa.C.S. § 101, *et seq.*); and

WHEREAS, in lieu of such a condemnation, the Parties have negotiated an agreement by which Miller will dedicate the Property Interests to the Township and in exchange the Township will provide Miller certain compensation and benefits for the Property as an amicable resolution of any and all damages arising from the Property Interests granted by Miller to the Township; and

NOW THEREFORE, for and in consideration of the covenants, agreements, promises, releases and payments referenced and provided for herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, and with the intent to be legally bound hereby, the Parties agree to the following:

1. **Recitals.** The preceding recitals are incorporated herein by reference and made a part of this Agreement as if set forth in full.
2. **Miller Deliverables.** Miller shall deliver to the Township Solicitor, High Swartz LLP, the following:
 - a. A copy of this Agreement signed by Miller; and
 - b. The original executed and notarized Deed of Dedication of right-of-way attached hereto at Appendix “1;” and
 - c. The original executed Temporary Grading Easement attached hereto at Appendix “2;” and

- d. The Approval for Impacts to Access of Neighboring Property Owners letter required by the Pennsylvania Department of Transportation attached hereto at Appendix “3;” and
 - e. A completed IRS Form W9 from Miller.
3. **Township Deliverables.** The Township shall provide to Miller the following, which shall be collectively referred to herein as the “Compensation:”
- a. A fully signed copy of this Agreement once executed on behalf of the Township.
 - b. Connection of the Property to the public sewer system at the Township’s sole cost and expense, within one (1) year of the completion of the Project.
 - c. A total payment of Eighty-Three Thousand Nine Hundred Dollars and Zero Cents (\$84,000.00), broken down and explained as follows:
 - i. A payment of Nine Thousand Nine Hundred Dollars and Zero Cents (\$9,900.00) for the fair market value of the Property Interests; and
 - ii. A payment of Four Thousand Dollars and Zero Cents (\$4,000.00) as full and final reimbursement for Miller’s appraisal, engineering, and legal fees pursuant to Section 710 the Eminent Domain Code and the invoices previously provided to the Township; and
 - iii. A payment of Thirteen Thousand Five Hundred Thirty-Five Dollars and Zero Cents (\$13,550.00) for the cost to cap the existing water well on the Property and to drill a new water well on the Property, per the estimate previously provided by Miller to the Township for said work; and
 - iv. A payment of Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00) as full and final reimbursement for Miller’s other costs and damages incidental to acquiring the Property Interests, pursuant to the Eminent Domain Code and the invoices previously provided to the Township; and
 - v. A payment of Twenty-Three Thousand Dollars and Zero Cents (\$23,000.00) for the cost to purchase and install a sound barrier fence along the frontage of the Property on Route 100, per the estimate previously provided by Miller to the Township; and
 - vi. A payment of Twenty-Five Thousand Dollars and Zero Cents (\$25,050.00) for sound barrier windows and an entry door on the side of the Property fronting on Route 100, per the estimate previously provided by Miller to the Township; and

- vii. The total payment set forth herein will be made by check made payable to “Charles Miller, Jr.” and delivered to Miller’s attorney, William W. Matz, Jr., Esquire, 211 W. Broad Street, Bethlehem, PA 18018, within sixty (60) days of the Effective Date of this Agreement.
- viii. Upon delivery of the total payment required herein, the Township shall have no further obligation for any payments to contractors, suppliers, consultants or any other person or entity hired by Miller to supply materials or perform any of the work referenced herein, and Miller shall be responsible for all such payments to all persons and entities for the above referenced items.

4. **General Release.** In exchange for the consideration set forth herein, Miller fully releases and forever discharges the Township and its current and former commissioners, employees, consultants, engineers, contractors, insurers, appraisers, attorneys, agents, representatives, and assigns from any and all claims for compensation, property damage, lost profits, lost business opportunity, diminished property value, loss of use, delay damages, consequential damages, appraisal fees, attorney’s fees, engineering fees, interest and all other compensation, damages and liability of every kind, which Miller had, has, or may have now or in the future, whether asserted or unasserted, known or unknown, arising out of or relating to the Project, the Property Interests, and the Compensation.

5. **Indemnification.** Miller represents and warrants that Miller holds free and clear title to the Property Interests, and has not conveyed, assigned, encumbered, or otherwise disposed of the Property Interests prior to this Agreement. Miller shall be obligated to clear any liens or other encumbrances that prevent the conveyance of the Property Interests prior to receiving the Compensation set forth in this Agreement. Further, Miller shall indemnify, defend and hold harmless the Township from and against any claims, causes of action, and liability of any kind asserted against the Township by any mortgagees, lien holders, lessees, contractors and any other parties, in regard to the Property Interests and the Compensation, including but not limited to all reasonable attorney’s fees and defense costs incurred by the Township in defending against any such claims.

6. **Effective Date.** This Agreement shall be considered accepted by Miller upon delivery to the Township Solicitor, High Swartz LLP, of all the items required in paragraph 2 above. However, the “Effective Date” of this Agreement shall be the date on which the Township Board of Commissioners approves the Agreement and authorizes its execution on behalf of the Township at a public meeting of the Board, which shall occur at the next available public meeting of the Board after the date on which Miller delivers all of the items set forth in paragraph 2 above to the Township Solicitor.

7. **Compromise.** The Parties acknowledge that this Agreement is entered into as a compromise to resolve disputed issues and that nothing stated herein shall constitute or be considered an admission of liability by any of the Parties.

8. **Severability.** If any provision of this Agreement is deemed unenforceable by any court or tribunal having jurisdiction over the enforcement of the Agreement, then the remainder of this Agreement shall remain in full force and effect to the fullest extent practicable and allowable by law.

9. **Modifications.** No modification of this Agreement shall be valid and enforceable unless in writing and signed by Miller and the Township.

10. **Choice of Law.** This Agreement shall be construed and enforced under the laws of the Commonwealth of Pennsylvania.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between Miller and the Township, and supersedes all prior negotiations and discussions regarding the subject matter of this Agreement, which are merged herein.

12. **Execution in Counterparts.** This Agreement may be signed in counterparts and the counterparts shall together constitute one complete document. An electronic, photocopied, scanned or facsimiled signature on this Agreement shall be deemed an original signature for purposes of enforcement.

13. **Full and Fair Review.** The Parties acknowledge that each has read and fully understands this Agreement, that each has had a full and fair opportunity to consult with counsel regarding this Agreement, that each has executed this Agreement freely and without coercion by any other Party, and that each Party representative has the authority to execute this Agreement on behalf of that Party. While the Township Solicitor has undertaken the initial draft of this Agreement, such draft has been submitted to Miller's attorney for full review, comment and revision as deemed necessary. As such, this Agreement shall not be construed against its drafters, but shall be construed as if prepared jointly on behalf of all of the Parties hereto. Any uncertainty or ambiguity should not be interpreted against any Party identified in this Agreement.

IN WITNESS WHEREOF, Miller and the Township have hereunto set their respective, duly authorized hands:

CHARLES MILLER, JR.:

Charles Miller, Jr.

Date: _____

LOWER MACUNGIE TOWNSHIP:

By: _____
Bruce Beitel
Township Manager

Date: _____

APPENDIX 1

PREPARED BY:

Zator Law
American Heritage Building
4400 Walbert Avenue at Ridgeview Drive
Allentown, PA 18104
Phone: 610.432.1900; Fax: 610.432.1707

RETURN TO:

Zator Law
American Heritage Building
4400 Walbert Avenue at Ridgeview Drive
Allentown, PA 18104
Phone: 610.432.1900; Fax: 610.432.1707

Address: 2396 PA Route 100, Alburtis, Lehigh County, PA, 18011

PARCEL ID NO: P/O 546482206419 1

DEED OF DEDICATION

THIS INDENTURE made this _____ day of _____, 2023, by and between CHARLES J. MILLER, JR., individually, with an address of 2396 PA Route 100, Alburtis, Pennsylvania 18011 (“Grantor”)

A N D

the TOWNSHIP OF LOWER MACUNGIE, a Township of the First Class organized and existing under and pursuant to the Laws of the Commonwealth of Pennsylvania and constituting a political subdivision of the Commonwealth of Pennsylvania and County of Lehigh, with a business office located at 3400 Brookside Road, Macungie, Pennsylvania 18062 (“Grantee”).

THIS IS A CONVEYANCE TO A PUBLIC ENTITY FOR A PUBLIC USE AS A ROADWAY AND IS THEREFORE EXEMPT FROM PENNSYLVANIA REALTY TRANSFER TAXES.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and 00/100 cents (\$1.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, eneoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said Grantee, its successors and assigns forever,

ALL THAT CERTAIN PARCEL of land as more fully described in metes and bounds, courses and distances engineering descriptions set forth on Exhibit "A" attached hereto and as depicted on the engineering drawing marked Exhibit "B" attached hereto and made a part hereof being known as road right-of-way for Route 100, Township of Lower Macungie, County of Lehigh, Commonwealth of Pennsylvania.

TAX PARCEL NO: Part of 546482206419 1

UNDER AND SUBJECT TO AND TOGETHER WITH THE BENEFIT OF, any easements, restrictions, agreements, conditions, covenants, exceptions, reservations, plan notes, rights-of-way and encumbrances visible on the ground or of record and all documents of record affecting the subject premises; provided, however, that this provision shall not be construed as an acknowledgment of the validity of any such easements, restrictions, agreements, conditions, covenants, exceptions, reservations, plan notes, rights-of-way and documents of record, an extension thereof, or a renewal thereof in the event that they or any one of them, do not affect the premises hereby conveyed or have expired or become unenforceable by their own terms or by limitation, violation, or for any other reason.

TOGETHER with all and singular the lot, improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity or otherwise, howsoever, in and to the same and every part thereof.

TO HAVE AND TO HOLD, the said lot(s) or piece(s) of ground above-described unto the said Grantee, to and of the only proper use and behoof of the said Grantee, its successors and assigns, forever, and as and for a public street or highway, or as a portion of said public street or highway of the Grantee, and for all other public purposes, including utility lines and conveyance of stormwater, and said street shall become part of those streets already owned and opened by the Commonwealth of Pennsylvania and/or of the Township of Lower Macungie, Lehigh County, Pennsylvania.

THE GRANTOR, its successors or assigns, by these presents covenant, promise and agree to and with the Grantee, its successors and assigns, that neither the Grantor nor its successors or assigns, shall nor will at any time hereafter, ask, demand, recover or receive of or from the Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading of said street to the grade as now established by the Board of Commissioners of Lower Macungie Township, Lehigh County, Pennsylvania, or the Commonwealth of Pennsylvania Department of Transportation, and if such grade shall not be established at the day of the date of these presents that neither the Grantor, nor its successors or assigns, shall nor will at any time thereafter ask, demand, recover or receive any such damage by reason of the physical grading of said street to conform to the grade as first thereafter established or confirmed by the said Township of Lower Macungie, Lehigh County, Pennsylvania.

THE GRANTOR shall and will specially warrant and forever defend.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal the day and year first above written.

WITNESS:

GRANTOR:

CHARLES J. MILLER, JR.

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF :

On this, the ____ day of _____, 2023, before me, a Notary Public, the undersigned officer, personally appeared Charles J. Miller, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and that he signed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

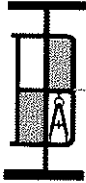
Notary Public
My Commission Expires:

I hereby certify that the precise address of the Grantee herein is:

3400 Brookside Road
Macungie, PA 18062-1427

On behalf of Grantee

EXHIBIT “A”



BARRY ISETT & ASSOCIATES, INC.

Consulting Engineers & Surveyors

www.barryisett.com

85 South Route 100
Allentown, PA 18106

610 • 398 • 0904

(FAX: 610 • 481 • 9098)

October 14, 2019
Revised April 28, 2021
BIA #1025918.000

LAND DESCRIPTION

Charles J. Miller, Jr. – Required Right-of-Way for Route 100

ALL THAT CERTAIN tract of land situate on the westerly side of Route 100 (S.R. 100), located in Lower Macungie Township, Lehigh County, Pennsylvania, being known as the Required Right-of-Way for Route 100 through the lands of Charles J. Miller, Jr. to be deeded to the Commonwealth of Pennsylvania, as shown on and described in accordance with the attached Exhibit for Right-of-Way Claim Information, prepared by Barry Isett & Associates, Inc., as follows:

COMMENCING at the southeasterly corner of the lands of Charles J. Miller, Jr., said corner also being the northeasterly corner of the adjoining lands of Rudolph A. Geisler; thence along the southerly property line of the lands of Charles J. Miller, Jr., North 29 degrees 49 minutes 05 seconds East, 195.67 feet to the POINT OF BEGINNING of the lands to be described; thence through the lands of Charles J. Miller, Jr., the following five courses and distances:

- (1) North 07 degrees 25 minutes 50 seconds East, 23.64 feet;
- (2) Along a circular curve to the left, having a radius of 57.00 feet and a central angle of 19 degrees 35 minutes 12 seconds, the arc length of 19.49 feet (chord bearing of North 02 degrees 21 minutes 46 seconds West, 19.39 feet);
- (3) North 85 degrees 24 minutes 17 seconds East, 12.42 feet;
- (4) Along a circular curve to the left, having a radius of 69.33 feet and a central angle of 47 degrees 54 minutes 24 seconds, the arc length of 57.97 feet (chord bearing of North 34 degrees 45 minutes 32 seconds West, 56.29 feet);
- (5) North 58 degrees 42 minutes 44 seconds West, 78.50 feet;

thence along the northerly property line of the lands of Charles J. Miller, Jr. and in and along the Quarry Road cartway, not necessarily the centerline thereof, North 35 degrees 04 minutes 05 seconds East, 32.80 feet; thence along the easterly property line of lands of Charles J. Miller, Jr. and in and along the Route 100 cartway, not necessarily the centerline thereof, South 58 degrees 25 minutes 55 seconds East, 135.46 feet; thence along the aforesaid southerly property line of the lands of Charles J. Miller, Jr., South 29 degrees 49 minutes 05 seconds West, 100.00 feet to the POINT OF BEGINNING.

CONTAINING: 5,419 Square Feet or 0.1244 Acres.

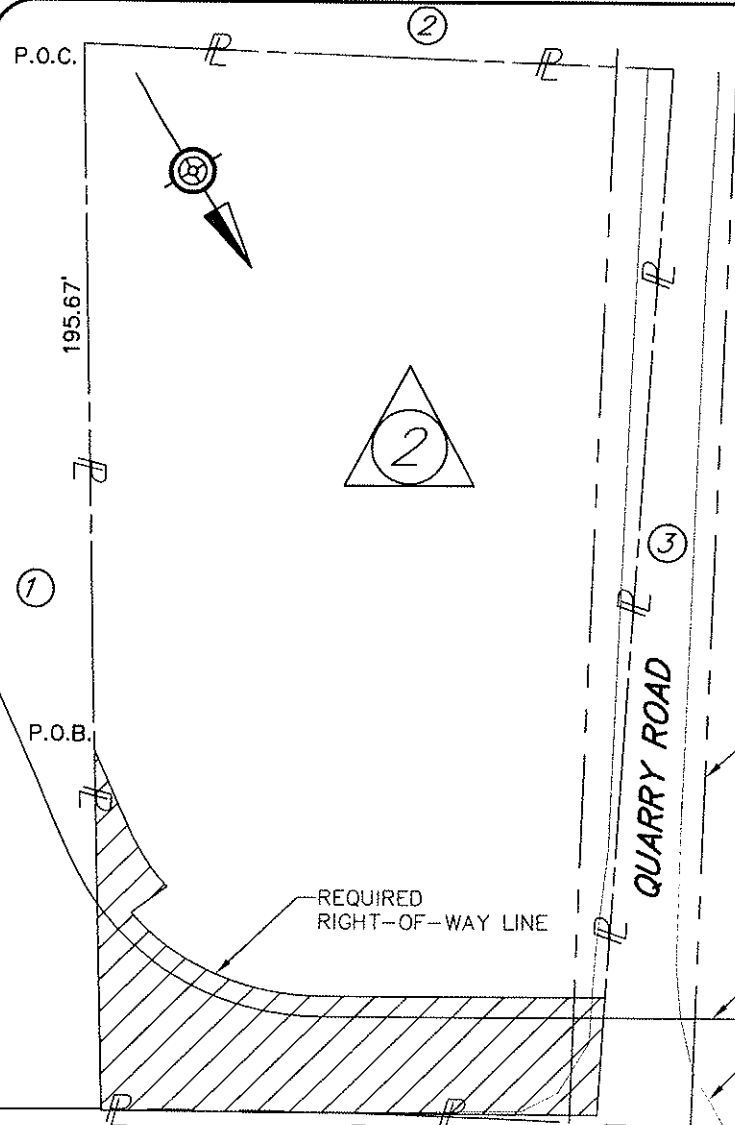
BEING A PORTION of that tract, which Wilmer F. Moyer, by deed dated July 30, 1986, and recorded in Deed Book 1377, Page 991, granted to Charles J. Miller, Jr.

SUBJECT TO any and all easements of record.

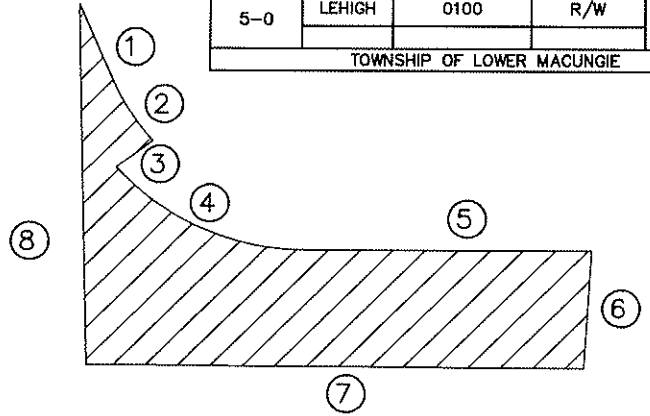
EXHIBIT “B”

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	LEHIGH	0100	R/W	1 OF 1
TOWNSHIP OF LOWER MACUNGIE				

PROPERTY LINES SHOWN ARE FROM A FIELD SURVEY FROM MARCH 2018.

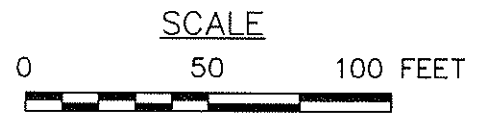


- ① N 29°49'05"E 295.67'
- ② S 56°32'55"E 162.33'
- ③ S 35°04'05"W 290.74'
- ④ N 58°25'55"W 135.46'



- ① N 07°25'50"E 23.64'
- ② Δ=19°35'12" R=57.00'
L=19.49' T=9.84'
CHD.BRG. N 02°21'46"W
CHD.DIST.=19.39'
- ③ N 85°24'17"E 12.42'
- ④ Δ=47°54'24" R=69.33'
L=57.97' T=30.74'
CHD.BRG. N 34°45'32"W
CHD.DIST.=56.29'
- ⑤ N 58°42'44"W 78.50'
- ⑥ N 35°04'05"E 32.80'
- ⑦ S 58°25'55"E 135.46'
- ⑧ S 29°49'05"W 100.00'

REQUIRED RIGHT-OF-WAY
AREA = 0.1244 ACRES OR 5419 SQUARE FEET



S.R. 100 (ROUTE 100)

REQUIRED RIGHT-OF-WAY

RIGHT-OF-WAY CLAIM INFORMATION		
COMMONWEALTH OF PENNSYLVANIA-DEPARTMENT OF TRANSPORTATION		
STATE RTE. 0100	SEC NO. R/W	TOWNSHIP OF LOWER MACUNGIE, LEHIGH COUNTY
PARCEL NO. 2	SHEET NO. --	CLAIM NO. --
PROPERTY OWNER(S) CHARLES J. MILLER JR.		
GRANTOR(S) WILMER F. MOYER		
INSTRUMENT NO. --	AREAS ACRES	REQ'D AREA ACRES
DEED BOOK 1377	DEED 1.0050	REQUIRED RIGHT-OF-WAY 0.1244
PAGE 991	CALCULATED --	GRADING EASEMENT 0.0163
DATE OF DEED 7/30/1986	ADVERSES --	
DATE OF RECORD 8/1/1986	LEGAL R/W --	
CONSIDERATION 1.00	EFFECTIVE 1.0050	
TAX STAMPS 440.00	TOTAL REQ'D AREA 0.1244	
	TOTAL RESIDUE 0.8806	
	RESIDUE LT 0.8806	VERIFICATION DATE 4/08/21
	RESIDUE RT --	DRAWN BY E.J.Y.
		SCALE AS NOTED

APPENDIX 2

TEMPORARY GRADING EASEMENT

THIS TEMPORARY GRADING EASEMENT (“**Easement**”) is made this ____ day of _____, 2023, by and between **CHARLES J. MILLER, JR.**, having an address of 2396 PA Route 100, Macungie, PA 18062 (“**Grantor**”) and **JAINDL LAND COMPANY**, a Pennsylvania corporation, located at 3150 Coffeetown Road, Orefield, PA 18069 (“**Grantee**”).

BACKGROUND

WHEREAS, Grantor is the owner in fee simple of a certain parcel of land situated in Lower Macungie Township, Lehigh County, Pennsylvania, having an address of 2396 PA Route 100, Macungie, PA 18062, as described in a Deed recorded in the Lehigh County Recorder of Deeds Office (“**Recorder’s Office**”) at Deed Book 1377, Page 991 (“**Premises**”), also identified as Tax Parcel ID Number 546482206419 1; and

WHEREAS, Grantee will need to perform grading work on the Premises to slope and regrade the earth to tie into the new roadway elevation of Route 100 and the local road network in the vicinity of the Premises (“**Grading**”); and

WHEREAS, to perform the Grading, Grantee requires and Grantor desires to provide an easement in, on, over, under, and through a portion of the Premises as more fully set forth on the drawing attached hereto as Exhibit “A” and is further described in metes and bounds, courses and distances engineering description set forth on Exhibit “B” attached hereto and incorporated herein (“**Easement Area**”).

WITNESSETH:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, incorporating the foregoing Background as a material part hereof and intending to be legally bound hereby, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor does hereby grant, bargain and sell unto Grantee, its successors and assigns, a non-exclusive easement and right of way on, over, across, under and through the Easement Area for the installation, use, maintenance, repair, and replacement of the Grading. Grantee shall not otherwise change the grade, slope or contour of the Premises.

2. **Term of Easement.** This Easement shall expire automatically upon the completion of the Grading, approval of the Grading by the applicable governmental entities, and expiration of any applicable governmental maintenance periods for the Grading, but in no event later than three (3) years from the date of this Easement.

3. **Responsibilities of Grantee.**

a. Grantee agrees to restore any disturbed areas to the identical condition, or as near as is practicable, as existed prior to the disturbance, including without limitation leveling and placement of topsoil, seed, and mulch. The work provided for in this paragraph shall occur following completion of Grantee's work within the Premises, including the Easement Area.

b. Grantee shall comply with all statutes, regulations, ordinances, and other laws which are applicable to activities by or on behalf of Grantee and its invitees and licensees within the Easement Area. Grantee, its successors and assigns, shall be solely responsible for the use of the Easement for access and for all activities by or on behalf of Grantee, its successors and assigns, and their invitees and licensees within the Easement Area.

4. **Miscellaneous.**

a. This Easement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and shall not be altered, modified, amended, or terminated except by the express written consent of all parties hereto.

b. This Easement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles. Jurisdiction and venue for any dispute in any way relating to the matters which are the expressly subject of this Easement shall be exclusively in the Court of Common Pleas of Lehigh County, Pennsylvania, and the parties agree to and shall use that forum in the event of litigation. This Easement has been entered into in Lehigh County, Pennsylvania.

c. This Easement has been prepared by and through the joint efforts of the parties and it shall not therefore be interpreted or applied more strictly against one party than the other or more favorably to one party than the other. The captions preceding the paragraphs are intended only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of the provisions of this Easement.

d. This Easement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter herein.

e. Grantee acknowledges and agrees that it is using the Easement Area in its "as is" physical condition. Grantor expressly disclaims and makes no representations or warranties, whether expressed or implied, to Grantee with respect to the Easement Area.

IN WITNESS WHEREOF, each party hereto, being authorized to do so and intending to be legally bound hereby, has duly executed and entered into this Easement on the date first set forth above.

WITNESS:

GRANTOR:

Charles J. Miller, Jr.

WITNESS/ATTEST:

GRANTEE:

JAINDL LAND COMPANY,
a Pennsylvania corporation

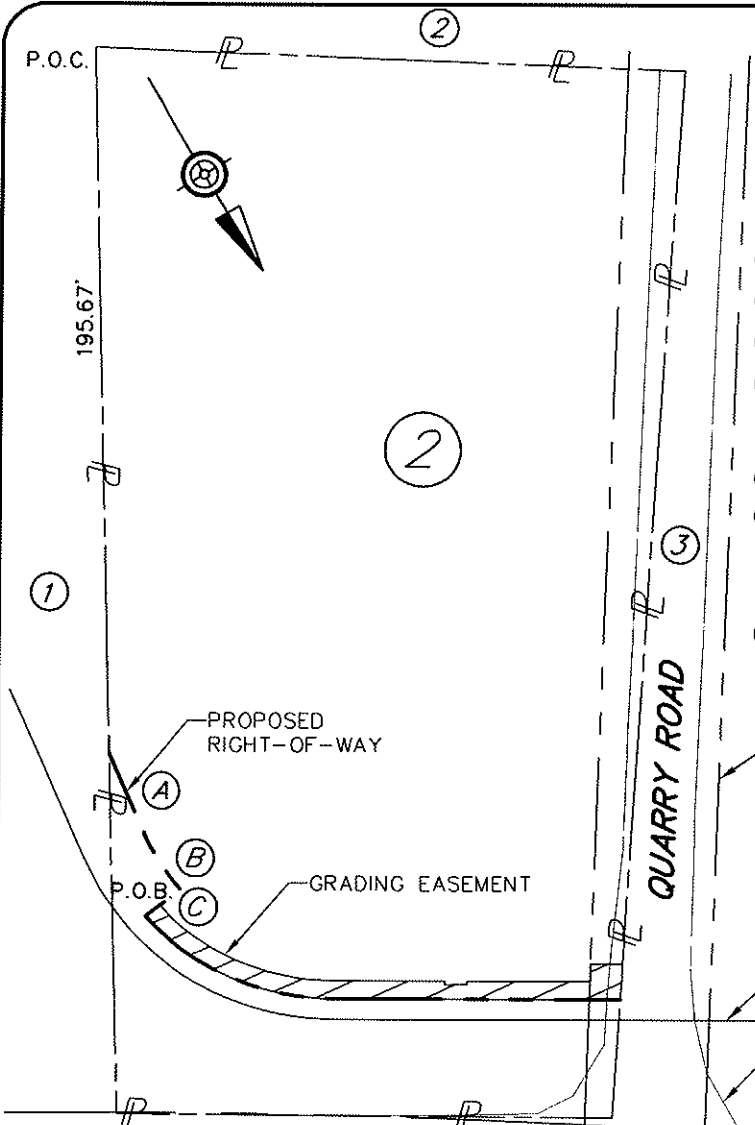
By: _____

David M. Jaindl, President

EXHIBIT “A”

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	LEHIGH	0100	R/W	1 OF 1
TOWNSHIP OF LOWER MACUNGIE				

PROPERTY LINES SHOWN ARE FROM A FIELD SURVEY FROM MARCH 2018.

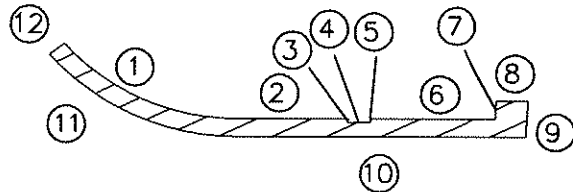


- ① N 29°49'05"E 295.67'
- ② S 56°32'55"E 162.33'
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- Ⓐ N 07°25'50"E 23.64'
- Ⓑ Δ=19°35'12" R=57.00'
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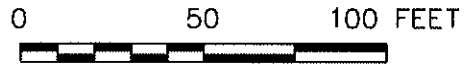
- ① Δ=47°25'18" R=64.33'
L=53.24' T=28.25'
CHD.BRG. N 35°00'05"W
CHD.DIST.=51.74'
- ② N 58°42'44"W 30.23'
- ③ N 29°34'00"E 1.00'
- ④ N 60°23'20"W 6.00'
- ⑤ S 29°36'40"W 0.93'
- ⑥ N 58°42'44"W 34.03'

- ⑦ S 33°28'13"W 4.94'
- ⑧ N 58°42'44"W 8.71'
- ⑨ N 35°04'05"E 9.96'
- ⑩ S 58°42'44"E 78.50'
- ⑪ Δ=47°54'24" R=69.33'
L=57.97' T=30.80'
CHD.BRG. S 34°45'32"E
CHD.DIST.=56.29'
- ⑫ S 85°24'17"W 5.03'



REQUIRED GRADING EASEMENT
AREA = 0.0162 ACRES OR 707 SQUARE FEET

SCALE



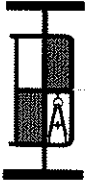
S.R. 100 (ROUTE 100)



REQUIRED GRADING EASEMENT

ROUTE 100 REQUIRED GRADING EASEMENT		
COMMONWEALTH OF PENNSYLVANIA-DEPARTMENT OF TRANSPORTATION		
STATE RTE. 0100	SEC NO. R/W	TOWNSHIP OF LOWER MACUNGIE, LEHIGH COUNTY
PARCEL NO. 2	SHEET NO. -	CLAIM NO. -
PROPERTY OWNER(S) CHARLES J. MILLER JR.		
GRANTOR(S) WILMER F. MOYER		
AREAS		ACRES
INSTRUMENT NO. --	DEED	1.0050
DEED BOOK 1377	CALCULATED	--
PAGE 991	ADVERSES	--
DATE OF DEED 7/30/1986	LEGAL R/W	--
DATE OF RECORD 8/1/1986	EFFECTIVE	1.0050
CONSIDERATION 1.00	TOTAL REQ'D AREA	0.1244
TAX STAMPS 440.00	TOTAL RESIDUE	0.8806
	RESIDUE LT	0.8806
	RESIDUE RT	--
	REQ'D AREA	ACRES
	REQUIRED	0.1244
	RIGHT-OF-WAY	--
	GRADING EASEMENT	0.0163
VERIFICATION DATE 4/08/21		
DRAWN BY EJY		
SCALE AS NOTED		

EXHIBIT “B”



BARRY ISETT & ASSOCIATES, INC.

Consulting Engineers & Surveyors

www.barryisett.com

85 South Route 100
Allentown, PA 18106

610 • 398 • 0904

(FAX: 610 • 481 • 9098)

October 14, 2019

Revised July 2, 2020

BIA #1025918.000

LAND DESCRIPTION

Charles J. Miller, Jr. – Route 100 Required Grading Easement

ALL THAT CERTAIN tract of land situate on the westerly side of Route 100 (S.R. 100), located in Lower Macungie Township, Lehigh County, Pennsylvania, being known as the Route 100 Required Grading Easement, through the lands of Charles J. Miller, Jr. to be deeded to the Commonwealth of Pennsylvania, as shown on and described in accordance with the attached Route 100 Required Grading Easement, prepared by Barry Isett & Associates, Inc., as follows:

COMMENCING at the southeasterly corner of the lands of Charles J. Miller, Jr., said corner also being the northeasterly corner of the adjoining lands of Rudolph A. Geisler; thence along the southerly property line of the lands of Charles J. Miller, Jr., North 29 degrees 49 minutes 05 seconds East, 195.67 feet; thence through the lands of Charles J. Miller, Jr. and along the required right-of-way line of Route 100 (S.R. 100), the following three courses and distances:

- (1) North 07 degrees 25 minutes 50 seconds East, 23.64 feet;
- (2) Along a circular curve to the left, having a radius of 57.00 feet and a central angle of 19 degrees 35 minutes 12 seconds, the arc length of 19.49 feet (chord bearing of North 02 degrees 21 minutes 46 seconds West, 19.39 feet);
- (3) North 85 degrees 24 minutes 17 seconds East, 7.39 feet to the POINT OF BEGINNING of the lands to be described; thence continuing through said lands of Charles J. Miller, Jr., the following seven (7) courses and distances:

- (1) Along a circular curve to the left, having a radius of 64.33 feet and a central angle of 47 degrees 25 minutes 18 seconds, the arc length of 53.24 feet (chord bearing of North 35 degrees 00 minutes 05 seconds West, 51.74 feet);

- (2) North 58 degrees 42 minutes 44 seconds West, 30.23 feet;
- (3) North 29 degrees 34 minutes 00 seconds East, 1.00 feet;
- (4) North 60 degrees 23 minutes 20 seconds West, 6.00 feet;
- (5) South 29 degrees 36 minutes 40 seconds West, 0.93 feet;
- (6) North 58 degrees 42 minutes 44 seconds West, 34.03 feet;
- (7) South 33 degrees 28 minutes 13 seconds West, 4.94 feet;

thence continuing through said lands of Charles J. Miller, Jr. and partly crossing a portion of the cartway of Quarry Road, North 58 degrees 42 minutes 44 seconds West, 8.71 feet; thence along the northerly property line of the lands of Charles J. Miller, Jr. and in and along the cartway of Quarry Road, not necessarily the centerline thereof, North 35 degrees 04 minutes 05 seconds East, 9.96 feet; thence in and through the aforesaid lands of Charles J. Miller, Jr. and in and along the required right-of-way of Route 100 (S.R. 100), the following three courses and distances:

- (1) South 58 degrees 42 minutes 44 seconds East, 78.50 feet;
- (2) Along a circular curve to the right, having a radius of 69.33 feet and a central angle of 47 degrees 54 minutes 24 seconds, the arc length of 57.97 feet (chord bearing of South

34 degrees 45 minutes 32 seconds East, 56.29 feet);
(3) South 85 degrees 24 minutes 17 seconds West, 5.03 feet to the POINT OF BEGINNING.

CONTAINING: 707 Square Feet or 0.0162 Acres.

BEING A PORTION of that tract, which Wilmer F. Moyer, by deed dated July 30, 1986, and recorded in Deed Book 1377, Page 991, granted to Charles J. Miller, Jr.

SUBJECT TO any and all easements of record.

APPENDIX 3

Mr. Charles J. Miller
7500 Quarry Road
Alburtis, PA 18011-9540

Lower Macungie Township
3400 Brookside Road
Macungie, PA 18062

RE: Approval for Impacts to Access of Neighboring Property Owners
Highway Occupancy Permit (HOP) Application No. 160857
Lower Macungie Township, Lehigh County
SR 0100 Segments 0090-0100 Offset 0006-0790

To whom it may concern:

I have reviewed the proposed improvements along my property frontage associated with the Route 100 and Sauerkraut Lane Improvements. I am aware than an auxiliary lane and/or other features under the HOP will be installed along my property frontage.

I am also aware that the proposed improvements located along my property frontage may restrict where a future access may be located and/or may restrict certain turning movements at a future access.

With that, I approve the proposed improvements, including the auxiliary lane, along my property frontage as shown on your plans titled Highway Occupancy Permit for Lower Macungie Township (Local Road Permit HOP Application #160857) last revised May 6, 2021.

Sincerely,

Mr. Charles J. Miller

**TOWNSHIP OF LOWER MACUNGIE
LEHIGH COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2023-27
(Duly Adopted April 20, 2023)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LOWER MACUNGIE TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA, AUTHORIZING THE ASSISTANT TOWNSHIP MANAGER/SECRETARY TO ATTEST THE TOWNSHIP MANAGER’S SIGNATURE REGARDING A GRANT APPLICATION TO UNDERTAKE THE PROJECT KNOWN AS THE TRAIL CONNECTION AT HILLSIDE SCHOOL

WHEREAS, the Township of Lower Macungie adopted Resolution 2022-52 on August 4, 2022, which approved a request for a Multimodal Transportation Fund grant of \$193,035.38 from the Commonwealth Financing Authority to be used for the trail connection at Hillside School; and

WHEREAS, Resolution 2022-52 designated Bruce Beitel, Township Manager, as the official to execute all documents and agreements between Lower Macungie Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

NOW THEREFORE, BE IT ADOPTED AND RESOLVED that the Applicant does hereby designate Renea Flexer, Asst. Township Manager/Secretary, as the official to attest the signature of Bruce Beitel on all documents and agreements between Lower Macungie Township and the Commonwealth Financing Authority related to the aforementioned grant.

DULY ADOPTED this 20th day of April, 2023, by the Board of Commissioners of Lower Macungie Township, in lawful session duly assembled.

**LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS**

Attest:

Brian P. Higgins, President

Renea Flexer, Township Secretary

I, Renea Flexer, duly qualified Secretary of the Lower Macungie Township, Lehigh County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held April 20, 2023 and said Resolution has been recorded in the Minutes of the Lower Macungie Township and remains in effect as of this date. IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Lower Macungie this 20th day of April 2023.

Lower Macungie Township

Name of Applicant

Lehigh County

County

Renea Flexer, Township Secretary